



(19,887.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1905.

No. 385.

E. T. HARMON AND GENERAL PAPER COMPANY,  
APPELLANTS,

*vs.*

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR  
THE EASTERN DISTRICT OF WISCONSIN.

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- 1 Circuit Court of the United States for the Eastern District of Wisconsin.

UNITED STATES OF AMERICA,  
Eastern District of Wisconsin, } ss:

At a special term of the circuit court of the United States for the eastern district of Wisconsin, begun and held at the city of Milwaukee, in said district, on the first Monday (being the third day) of July, A. D. 1905—present and presiding the Honorable William H. Seaman, circuit judge—among other the following proceedings were had, to-wit:

- 2 In the Circuit Court of the United States for the District of Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Complainant,

vs.

GENERAL PAPER COMPANY, THE ITASCA PAPER COMPANY, HENNEPIN Paper Company, Wolf River Paper and Fiber Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, The Petoskey Fibre Paper Company, Rhineland Paper Company, Defendants.

- 3 Be it remembered that heretofore to-wit: on the 27th day of June, A. D. 1905, came the complainant, The United States of America, by its solicitors Messrs. James M. Beck and Frank B. Kellogg, and filed its præcipe for a subpoena to be issued for the attendance of E. T. Harmon and others before Robert S. Taylor, special examiner, at Milwaukee, Wisconsin, for the purpose of taking their testimony in said cause. Whereupon a subpoena issued as follows:—



UNITED STATES OF AMERICA,  
Eastern District of Wisconsin, } ss :

[L. s.] The President of the United States of America to E. T. Harmon, Grand Rapids, Wis.; L. M. Slaughter, Grand Rapids; John O'Day, Grand Rapids or Merrill, Wis.; Geo. W. Mead, Grand Rapids, Greeting :

You and each of you are hereby commanded that laying aside all business and excuses, you and each of you be and appear in your proper persons, before Robert S. Taylor, special examiner of the circuit court of the United States of America, for the district of Minnesota, at room 314 Federal building at Milwaukee, in the said district, on the 7th day of July, 1905, by 10 o'clock in the forenoon of the same day, to testify, all and singular, those things which you or either of you know in a certain cause now depending in the said circuit court of the United States between The United States of America, plaintiff, and General Paper Company *et al.*, defendants on the part of the complainant, a civil cause. And this you or either of you are not to omit under the penalty which may ensue.

Witness, the Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States of America, at Milwaukee, the 27th day of June in the year of our Lord, one thousand nine hundred and five and of the Independence of the United States the 129th.

(Signed)

EDWARD KURTZ, Clerk,  
By F. H. KURTZ, Deputy.

#### Marshal's Return of Service.

UNITED STATES OF AMERICA, }  
Western District of Wisconsin, } ss :

I hereby certify and return that I served the within named E. T. Harmon, L. M. Slaughter and John O'Day, by showing them this subpoena, and reading the same in their hearing and leaving with each of them personally a copy of same, viz: E. T. Harmon and L. M. Slaughter at Grand Rapids, Wood county, and John O'Day at Merrill, Lincoln county in the said western district of Wisconsin, this 5th day of July, 1905.

(Signed)

CHARLES LEWISTON,  
U. S. Marshal,  
By H. O. JONAS, Deputy.

July 8, 1905.—Petition of the complainant by its solicitors praying an order requiring the said E. T. Harmon to appear before the court and show cause why he should not answer the questions and produce the books and papers for inspection mentioned in said petition, which petition is as follows:—

5 In the Circuit Court of the United States for the District of Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Complainant,  
vs.

GENERAL PAPER COMPANY, THE ITASCA PAPER COMPANY, HEN-  
nepin Paper Company, Wolf River Paper and Fiber Company,  
Atlas Paper Company, Kimberly and Clark Company, River-  
side Fibre and Paper Company, Wausau Paper Mills Com-  
pany, Centralia Pulp and Water Power Company, Combined  
Locks Paper Company, Dells Paper and Pulp Company, Grand  
Rapids Pulp and Paper Company, Menasha Paper Company, The  
C. W. Howard Company, The Nekoosa Paper Company, The Falls  
Manufacturing Company, Flambeau Paper Company, The  
John Edwards Manufacturing Company, The Wisconsin River  
Paper and Pulp Company, Tomahawk Pulp and Paper Com-  
pany, Northwest Paper Company, Consolidated Water Power  
and Paper Company, The Petoskey Fibre Paper Company,  
Rhineland Paper Company, Defendants.

Petition for Order to Show Cause.

To the honorable the judges of the United States circuit court for the eastern district of Wisconsin:

6 Your petitioner, The United States of America, petitioner in the above entitled cause, respectfully says:

First. That the above cause is a proceeding by way of petition brought in the United States circuit court for the District of Minnesota, by the United States of America against the above named defendants, under and pursuant to the provisions of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies;"

That in and by the petition in said cause, a copy of which is hereto attached, referred to and made a part hereof for greater certainty, it is among other things charged that the above named defendants did, on or about the year 1900, in the manner and form mentioned in said petition, enter into an agreement, combination and conspiracy with each other to restrain the trade and commerce among the several States and to control, regulate and monopolize said trade and commerce in this; that the said defendants, save and excepting the General Paper Company, combined and conspired together to restrain and eliminate competition among themselves by and through the organization of a selling agent known as the General Paper Company, another party defendant, which General Paper Company was by various contracts and agreements thereupon made with the said other defendants, given full power and control

over the product and the disposition thereof of the defendants so contracting with it.

Second. That the said cause is at issue upon petition, answers and replication; that the defendants in said cause, as more particularly appears by their respective answers, copies of which are hereto attached, referred to and made a part hereof for greater certainty, have denied the making of or entering into any combination or conspiracy as alleged in the petition, and have denied that the defendants other than the General Paper Company have ever conferred upon the said defendant General Paper Company any power or control over their output, or any power to fix or determine prices and terms of sale of such output.

7 Third. That a special examiner has been appointed by the United States circuit court for the district of Minnesota, with full power and authority, according to the rules and practice in such cases made and provided, to hold hearings and receive testimony in behalf of either party at such times and places within or without the district of Minnesota as he may designate and appoint; and that, pursuant to the power and authority so vested in him, said special examiner did duly make, enter, file and serve upon the counsel for the respective parties to the cause, an order for the taking of testimony in behalf of the petitioner in said cause, before him, the said examiner, at room 314 in the Federal building in the city of Milwaukee and State of Wisconsin, within the eastern district of Wisconsin, at ten o'clock in the forenoon of the 16th day of May, 1905, said hearing to be continued at said place from day to day as thereafter by said examiner ordered; that in accordance with said order of said examiner, the taking of testimony was before him begun at the time and place above mentioned, and continued from day to day and from time to time as more particularly appears by the certified copy of the proceedings had before said examiner now on file in the office of the clerk of the United States circuit court for the eastern district of Wisconsin.

Fourth. That at the said hearing before the said examiner, pursuant to a subpoena theretofore issued by order of the United States circuit court for the eastern district of Wisconsin, out of the office of the clerk of said court, the witness E. T. Harmon duly appeared before the said examiner, on the 7th day of July, 1905; that the said witness, in the course of his examination by counsel for the petitioner, did, contrary to law and to the practice of this court, refuse to answer certain questions put to him and to produce certain papers orders and acceptances, the said refusals on the part of said witness E. T. Harmon being particularly set forth in the schedule of refusals hereto attached, referred to and made a part hereof; that all of the questions which the said witness E. T. Harmon has refused

8 and does still refuse to answer are, as your petitioner verily believes, perfectly proper, competent and material to be answered, and all of the requests to produce papers, orders and acceptances, as appears more particularly by the schedule of refusals hereto

annexed, which requests the said witness E. T. Harmon has refused and does still refuse to answer and comply with are, as your petitioner verily believes, perfectly proper, competent and material to be complied with, in order that all material facts relating to the charge set out in the bill of complaint or petition may fully appear and be laid before the court for the proper determination of said cause.

Fifth. That in view of the persistent refusals on the part of said witness E. T. Harmon to answer the questions and comply with the requests as aforesaid, your petitioner, by its counsel, has deemed it necessary and expedient to suspend the said examination of witnesses before said examiner, and make application to the honorable judges of the circuit court of the United States for the eastern district of Wisconsin for an order requiring the said witness E. T. Harmon to appear before them, the said honorable judges of the United States circuit court for the eastern district of Wisconsin, to show cause why he should not be required to answer the said questions and to comply with the said requests above referred to; and, to that end, your petitioner has had filed in the office of the clerk of the United States circuit court for the eastern district of Wisconsin a complete transcript of all of the testimony taken and exhibits offered in said cause up to the time of the suspension of said examination before said examiner on Friday the seventh day of July 1905, duly certified by said examiner as a true and correct copy of all of the proceedings had before him upon the subject of the examination, which said transcript of testimony and exhibits so filed in the office of the clerk of the United States circuit court for the eastern district of Wisconsin, and certified by said examiner, is hereby referred to and made a part of this petition.

9 Sixth. Wherefore, your petitioner respectfully prays that an order to show cause may issue out of the United States circuit court for the eastern district of Wisconsin, directing the said witness E. T. Harmon to be and appear before the said United States circuit court for the eastern district of Wisconsin at such time and place as may by said order be fixed, then and there to show cause why he should not answer the said questions, produce the said papers, orders and acceptances and comply with the said requests hereinabove referred to; or, in the event of his continued refusal so to answer, produce or comply, why he should not stand committed for contempt of the said court; and for such other and further relief as to the court may seem just and proper.

And your petitioner will ever pray.

(Signed)

FRANK B. KELLOGG,  
JAMES M. BECK,  
ROBERT E. OLDS,

Solicitors for Petitioner, The United States of America.

(Signed) FRANK B. KELLOGG,  
Special Assistant Attorney  
General of the United States.

STATE OF WISCONSIN, }  
County of Milwaukee, } ss:

On this 7th day of July, 1905, personally appeared before me Robert E. Olds, to me known to be one of the solicitors for the petitioner in the above entitled cause, and being first duly sworn, the said Robert E. Olds said that he has read the foregoing petition and that the facts therein stated are true.

(Signed)  
[NOTARIAL SEAL.]

MARGARET McANENY,  
Notary Public, Milwaukee  
County, Wisconsin.

My commission expires May 16, 1909.

10

## Schedule of Refusals.

(References are to the typewritten testimony.)

Witness E. T. HARMON:

1. Refusal to answer the second question found on page 649 of the typewritten testimony.
2. Refusal to answer the fourth question found on page 651 of the typewritten testimony.
3. Refusal to answer the last question found on page 651 of the typewritten testimony.
4. Refusal to answer the second question found on page 652 of the typewritten testimony.
5. Refusal to answer the third question found on page 652 of the typewritten testimony.
6. Refusal to answer the fifth question found on page 652 of the typewritten testimony.
7. Refusal to answer the first question found on page 653 of the typewritten testimony.
8. Refusal to answer the second question found on page 653 of the typewritten testimony.
9. Refusal to answer the third question found on page 653 of the typewritten testimony.
10. Refusal to answer the fourth question on page 653 of the typewritten testimony.
11. Refusal to answer the fifth question found on page 653 of the typewritten testimony.
12. Refusal to answer the first question found on page 654 of the typewritten testimony.
13. Refusal to answer the second question found on page 654 of the typewritten testimony.
14. Refusal to answer the last question beginning on page 654 of the typewritten testimony.

15. Refusal to answer the first complete question found on page 655 of the typewritten testimony.
16. Refusal to answer the ninth question found on page 656 of the typewritten testimony.
17. Refusal to answer the tenth question found on page 656 of the typewritten testimony.
- 11 18. Refusal to answer the first question found on page 657 of the typewritten testimony.
19. Refusal to answer the second question found on page 657 of the typewritten testimony.
20. Refusal to answer the third question found on page 657 of the typewritten testimony.
21. Refusal to answer the fourth question found on page 657 of the typewritten testimony.
22. Refusal to answer the fifth question found on page 657 of the typewritten testimony.
23. Refusal to answer the first question found on page 658 of the typewritten testimony.
24. Refusal to answer the second question found on page 658 of the typewritten testimony.
25. Refusal to answer the third question found on page 658 of the typewritten testimony.
26. Refusal to answer the fourth question found on page 658 of the typewritten testimony.
27. Refusal to answer the fifth question found on page 658 of the typewritten testimony.
28. Refusal to answer the first question found on page 660 of the typewritten testimony.
29. Refusal to answer the second question found on page 660 of the typewritten testimony.
30. Refusal to answer the second question found on page 661 of the typewritten testimony.
31. Refusal to answer the last question found on page 661 of the typewritten testimony.

Here follow copies of the bill of complaint, of The United States of America against The General Paper Company and others, and answers thereto mentioned in said petition.

11a In the Circuit Court of the United States for the District of  
Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Complainant,

VS.

GENERAL PAPER COMPANY, THE ITASCA PAPER COMPANY, HENNE-  
pin Paper Company, Wolf River Paper and Fiber Company,  
Atlas Paper Company, Kimberly and Clark Company, River-  
side Fibre and Paper Company, Wausau Paper Mills Company,  
Centralia Pulp and Water-Power Company, Combined Locks  
Paper Company, Dells Paper and Pulp Company, Grand Rapids  
Pulp and Paper Company, Menasha Paper Company, The C. W.  
Howard Company, The Nekoosa Paper Company, The Falls  
Manufacturing Company, Flambeau Paper Company, The John  
Edwards Manufacturing Company, The Wisconsin River Paper  
and Pulp Company, Tomahawk Pulp and Paper Company,  
Northwest Paper Company, Consolidated Water Power and  
Paper Company, Manufacturers Paper Company, The Petoskey  
Fibre Paper Company, Rhinelander Paper Company, Defend-  
ants.

Petition.

William H. Moody, Attorney General of the United States.

Frank B. Kellogg, James M. Beck, special Assistant Attorneys  
General of the United States.

Charles C. Haupt, attorney of the United States for the district of  
Minnesota.



11b In the Circuit Court of the United States for the District of Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Complainant,

vs.

GENERAL PAPER COMPANY, THE ITASCA PAPER COMPANY, HENNEPIN Paper Company, Wolf River Paper and Fiber Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, Manufacturers Paper Company, The Petoskey Fibre Paper Company, Rhinelander Paper Company, Defendants.

11c

Petition.

To the judges of the circuit court of the United States for the district of Minnesota, third division :

And now comes the United States of America by Charles C. Haupt, the United States attorney for the district of Minnesota, acting under the direction of the Attorney General of the United States, and brings this its proceeding by way of petition against General Paper Company, the Itasca Paper Company, Hennepin Paper Company, Wolf River Paper and Fiber Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, the C. W. Howard Company, the Nekoosa Paper Company, the Falls Manufacturing Company, Flambeau Paper Company, the John Edwards Manufacturing Company, the Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, Manufacturers Paper Company, the Petoskey Fibre Paper Company, and the Rhinelander Paper Company, corporations

11d duly organized as hereinafter more particularly alleged, and for its bill of complaint, on information and belief, complains and alleges

I.

That each of the following named corporations defendants herein was, during all the times hereinafter stated, and still is, a corpo-



ration duly created and organized under and by virtue of the laws of the State of Wisconsin, with its principal office and place of business in said State, as hereinafter stated after the name of each corporation, to-wit :

- Atlas Paper Company, Appleton, Wisconsin,
- Kimberly and Clark Company, Neenah, Wisconsin,
- Riverside Fibre and Paper Company, Appleton, Wisconsin,
- Wausau Paper Mills Company, Brokaw, Wisconsin,
- Centralia Pulp and Water-Power Company, Centralia, Wisconsin,
- Combined Locks Paper Company, Combined Locks, Wisconsin,
- Dells Paper and Pulp Company, Eau Claire, Wisconsin,
- 11e Grand Rapids Pulp and Paper Company, Grand Rapids, Wisconsin,
- Menasha Paper Company, Menasha, Wisconsin,
- The Nekoosa Paper Company, Nekoosa, Wisconsin,
- The Falls Manufacturing Company, Oconto Falls, Wisconsin,
- Flambeau Paper Company, Park Falls, Wisconsin,
- The John Edwards Manufacturing Company, Port Edwards, Wisconsin,
- The C. W. Howard Company, Menasha, Wisconsin,
- Wolf River Paper and Fiber Company, Richmond, Wisconsin,
- The Wisconsin River Paper and Pulp Company, Plover, Wisconsin,
- Tomahawk Pulp and Paper Company, Park Falls, Wisconsin,
- Consolidated Water Power and Paper Company, Grand Rapids, Wisconsin,
- Rhineland Paper Company, Rhineland, Wisconsin.

That each of the following named corporations, defendants 11f herein, was, during all the times hereinafter stated, and still is, a corporation duly created and organized under and by virtue of the laws of the State of Minnesota, with its principal office and place of business in said State, as hereinafter stated after the name of each corporation, to-wit :

- The Itasca Paper Company, Grand Rapids, Minnesota.
- Hennepin Paper Company, Little Falls, Minnesota.
- Northwest Paper Company, Cloquet, Minnesota.

That the defendant The Petoskey Fibre Paper Company is, and during all the times hereinafter stated was, a corporation duly created and organized under the laws of the State of Michigan, with its principal office and place of business at Petoskey, Michigan.

## II.

That the corporations named in the paragraph next preceding are, and during all times hereinafter stated were, engaged in manufacturing news print, manilla, fibre, and other papers, at mills situated at their respective principal places of business in the States aforesaid (the Kimberly and Clark Company having in addition, mills at Kimberly, Wisconsin, and Quinnesec, Michigan), and in selling and shipping the products aforesaid to

dealers and owners and managers of newspapers and other consumers in those and other States, to-wit, the States of Illinois, Wisconsin, Minnesota, Iowa, North Dakota, South Dakota, Montana, Utah, Colorado, Kansas, Nebraska, Missouri and other States west of the Mississippi river.

### III.

That prior to the year 1900, and, more particularly prior to about the month of May, 1900, when the defendant, The General Paper Company, was organized, as hereinafter set forth, the aforesaid corporations, which comprise substantially all of the manufacturers of paper in the territory defined in the paragraph next preceding, were competing with each other and with the defendant The Manufacturers Paper Company in the sale and shipment of news print, manilla, fibre, and other papers, in and throughout that territory.

### IV.

That in or about the month of May, in the year 1900, the defendants Kimberly and Clark Company, Atlas Paper Company, Combined Locks Paper Company, The C. W. Howard Company, 11h The John Edwards Manufacturing Company, The Nekoosa Paper Company, Centralia Pulp and Water-Power Company, Grand Rapids Pulp and Paper Company, The Wisconsin River Paper and Pulp Company, Wausau Paper Mills Company, Tomahawk Paper and Pulp Company, Dells Paper and Pulp Company, The Falls Manufacturing Company, and The Hennepin Paper Company, in violation of the provisions of sections 1 and 2, respectively, of an act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies" (26 Stats. 209), entered into an agreement, combination and conspiracy with each other to restrain the trade and commerce among the several States, and to control, regulate and monopolize said trade and commerce and thereby, in conjunction and alliance with defendants who subsequently joined in the aforesaid agreement, combination and conspiracy as set forth in the paragraph next succeeding, do now control, regulate and monopolize and restrain the trade and commerce not only in the manufacture of news print, manilla, fibre, and other papers, but also the distribution, sale and shipment thereof among and throughout the States of the Union aforesaid and all States west of the Mississippi river by means 11i and in the manner following, to-wit: on or about the 26th day of May, 1900, the defendants last above named caused to be organized, under the laws of the State of Wisconsin, a corporation styled the General Paper Company, with a capital stock of one hundred thousand dollars, divided into one thousand shares, which were distributed among, and are now owned and held by, the said last named defendants and the defendants that subsequently joined in the aforesaid combination and conspiracy, as hereinafter set forth,

in proportions based, as your petitioner is informed, upon the average daily output of the mills of each defendant, which corporation, by its articles of incorporation, is authorized to become, as its principal business, the sales agent for any and all kinds of paper and paper products, and any and all merchandise manufactured from paper or paper products by mills in the State of Wisconsin or elsewhere; and thereupon, in pursuance of a common plan and understanding, each and all of the aforesaid defendants entered into a contract and agreement with the said General Paper Company making it the exclusive selling agent for their papers and paper products, and conferring upon it absolute power to control and restrict the output of their mills, fix the price of all papers sold throughout the States aforesaid, and determine to whom and the terms and conditions upon which paper shall be sold, and into what  
 11j States and places it shall be shipped, and what publishers and other customers each mill shall supply.

## V.

That at different times thereafter the remaining defendants engaged in the manufacture and sale of paper in the territory aforesaid, namely, The Northwest Paper Company, The Consolidated Water-Power and Paper Company, The Itasca Paper Company, The Petoskey Fibre Paper Company, The Menasha Paper Company, The Rhinelander Paper Company, The Flambeau Paper Company, and The Wolf River Paper and Fiber Company, entered into and became parties to the aforesaid agreement, combination and conspiracy; that is to say, they each and all entered into a contract and agreement with the said General Paper Company, making it the exclusive selling agent for their papers and paper products, and conferring upon it absolute power to control and restrict the output of their mills, fix the price of all paper sold throughout the States aforesaid, and determine to whom and the terms and conditions upon which paper shall be sold, and into what States and places it shall be shipped, and what publishers and other customers each mill shall supply; and in turn the defendants last above named became  
 11k stockholders in the said General Paper Company on the basis described in the last preceding paragraph.

## VI.

That each of the said defendant companies for which the General Paper Company became, in the manner aforementioned, and is now, the general selling agent, agreed to and does pay to the said General Paper Company, for acting as its selling agent, a certain percentage upon all sales of paper manufactured by it, and that out of the amount received from this source the said General Paper Company agreed to, and does, deduct its annual expenses for the sale of the product, and the balance is divided between the said defendant companies as stockholders of the said General Paper Company.

## VII.

That during all the times herein stated the Manufacturers Paper Company has been and now is a corporation duly created and organized under and by virtue of the laws of the State of New York, with its principal place of business in the city of Chicago in the State of Illinois, and that from about the year 1897 down to

111 sometime during the year 1902 (when it entered into the combination with the General Paper Company as hereinafter alleged) it was engaged in the paper business at Chicago acting as sales agent for various manufacturers of paper to the complainant unknown, for the sale of news print and other papers to the various owners and publishers of newspapers and other consumers and dealers in the States and territory hereinbefore described.

That about the year 1902 the said Manufacturers Paper Company entered into and became a party to the said combination and conspiracy, but upon exactly what terms and conditions and considerations complainant is unable to state, except that it agreed with the said General Paper Company not to compete with the said company for any business in the territory of Wisconsin or States west of the Mississippi, or to offer any paper from the East to any customer of the General Paper Company either directly or indirectly.

That thereafter and to the present time the said Manufacturers Paper Company has been a party to said combination and conspiracy and has not competed for business in the said territory.

## VIII.

11m That by virtue of and through the instrumentality of the agreement, combination and conspiracy hereinbefore described, all competition in the manufacture, sale and distribution of news print, manilla, fibre and other papers in the States hereinbefore described and in all the other States west of the Mississippi river, has been suppressed and the price of all paper products greatly increased, that of news print paper in the territory aforesaid having been increased about fifty per cent.

And that no dealers or newspapers or other consumers in said territory, with the exception of certain newspaper publishers in St. Louis and Chicago, can purchase any paper except directly or indirectly through the General Paper Company, and then only upon prices and terms dictated by the latter.

In consideration whereof, and inasmuch as adequate relief in the premises can only be obtained in this court, the United States of America prays your honors to order, adjudge and decree that the combination or conspiracy hereinbefore described is unlawful, and that all acts done or to be done to carry it out are in derogation of the common rights of all the people of the United States, and in violation of the act of Congress of July 2, 1890, entitled: "An act to protect trade and commerce against unlawful restraints and monop-

olies," and that the defendants and each and every one of them, and their officers, directors, stockholders, agents and servants, and each and every one of them, be perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out the same, and, in addition thereto, that the several defendants be respectively enjoined as follows:

First. That the defendant The General Paper Company be enjoined from acting as the sales agent and fixing the price at which the news print, manilla, fibre and other paper of the various defendant corporations shall be sold, and the persons, corporations and newspapers to which it shall be sold, and into what States it shall be shipped and sold.

Second. That each and every of the other defendants be enjoined and restrained from continuing the said arrangement with the said General Paper Company, and from making the said General Paper Company the exclusive selling agent of the said defendants and each of them, and from authorizing the said General Paper Company to restrict the output, fix the price of and terms of sale of the product of each of the defendants' mills and manufactories, or to dictate and determine the persons, corporations or newspapers to which it shall be sold, and the States into which the same shall be shipped and sold.

11o The United States prays for such other and further relief as the nature of the case may require and the court may deem proper in the premises.

To the end, therefore, that the United States of America may obtain the relief to which it is justly entitled in the premises, may it please your honors to grant unto it writs of subpoena directed to said defendants, General Paper Company, The Itasca Paper Company, Hennepin Paper Company, Wolf River Paper and Fiber Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, The Petoskey Fibre Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, Manufacturers Paper Company, The Rhinelander Paper Company, and each and every of them, commanding them and each of them to appear herein and answer (but not under oath,

11p answer under oath being hereby expressly waived) the allegations contained in the foregoing petition, and abide by and perform such order or decree as the court may make in the premises, and upon the final hearing hereof to permanently enjoin the defendants as hereinbefore prayed, and pending the final hearing of this case to cause a temporary restraining order to issue, enjoining

the defendants and each of them and each of their officers, agents and servants, as hereinbefore prayed.

\_\_\_\_\_,  
Attorney of the United States for the District of Minnesota.

\_\_\_\_\_,  
Attorney General of the United States.

\_\_\_\_\_,  
Special Assistant Attorneys General of the United States.

11g UNITED STATES OF AMERICA, }  
District of Minnesota, Third Division, } ss :

Charles C. Haupt, being duly sworn, says that he is the United States attorney for the district of Minnesota, and that he has read the foregoing bill of complaint and knows the contents thereof, and that the same is true of his own knowledge except as to those matters therein stated on his information and belief, and as to those matters he believes them to be true. He further states that he is authorized to sign the said bill of complaint for The United States of America, the complainant therein by the Attorney-General of the United States.

\_\_\_\_\_,  
Attorney of the United States for the District of Minnesota.

Subscribed in my presence and sworn to before me this — day of December, A. D. 1904.

\_\_\_\_\_,  
Clerk of the United States Circuit Court  
for the District of Minnesota.



11r In the Circuit Court of the United States for the District of Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Complainant,

VS.

GENERAL PAPER COMPANY, THE ITASCA PAPER COMPANY, HENNEPIN Paper Company, Wolf River Paper and Fiber Company, Atlas Paper Company, Kimberly and Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, Manufacturers Paper Company, The Petoskey Fibre Paper Company, Rhinelander Paper Company, Defendants.

11s The joint and several answers of The General Paper Company, The Itasca Paper Company, Hennepin Paper Company, Wolf River Paper & Fibre Company, Atlas Paper Company, Kimberly & Clark Company, Riverside Fibre and Paper Company, Wausau Paper Mills Company, Centralia Pulp and Water-Power Company, Combined Locks Paper Company, Dells Paper and Pulp Company, Grand Rapids Pulp and Paper Company, Menasha Paper Company, The C. W. Howard Company, The Nekoosa Paper Company, The Falls Manufacturing Company, Flambeau Paper Company, The John Edwards Manufacturing Company, The Wisconsin River Paper and Pulp Company, Tomahawk Pulp and Paper Company, Northwest Paper Company, Consolidated Water Power and Paper Company, and The Petoskey Fibre Paper Company to the petition and bill of complaint of The United States of America, the complainant.

These defendants now and at all times hereafter saving to themselves all and all manner of benefit or advantage of exception or otherwise that can or may be had or taken to the many errors, uncertainties and imperfections in the said petition and bill contained, for answer thereto or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, jointly and severally answering, say:

First. They severally admit their incorporation and places of business respectively, as alleged in the first paragraph of said petition and complaint.

Second. They admit the allegations contained in the second paragraph of said petition and complaint.

Third. They admit that prior to the year 1900 and prior to the month of May, 1900, these defendants and the other defendants named in the said first paragraph of said petition and complaint, were competing with each other and with the defendant Manufacturers Paper Company, in the sale and shipment of news print,

111 manila, fibre and other papers, in and throughout the territory mentioned and described in the second paragraph of said petition and complaint, and these defendants allege that they have ever since continued to so compete and are now so competing. These defendants deny that they, with the other defendants named in the said petition and complaint, comprise substantially all of the manufacturers of paper in the territory defined in the second paragraph of said petition and complaint, but on the contrary allege that there are now and have been, since prior to the year 1900, a number of other manufacturers of paper in said territory, competing with each other and with these defendants and the other defendants named in said bill and complaint.

Fourth. The defendants Kimberly & Clark Company, Atlas Paper Company, Combined Locks Paper Company, The C. W. Howard Company, The John Edwards Manufacturing Company, The Ne-koosa Paper Company, Centralia Pulp and Water-Power Company, Grand Rapids Pulp and Paper Company, The Wisconsin River Paper and Pulp Company, Wausau Paper Mills Company, Tomahawk Paper and Pulp Company, Dells Paper and Pulp Company, The Falls Manufacturing Company, and The Hennepin Paper Company, and upon information and belief the other of these answering defendants likewise deny, that the defendants specifically named in the fourth paragraph of said petition and complaint, in or about the month of May, 1900, or at any other time, entered into an agreement, combination or conspiracy with each other, or into any agreement, combination or conspiracy whatever with any person or corporation whatever, to restrain the trade or commerce among the several States, or to restrain the trade or commerce among any States whatever or within any State whatever, or to control or monopolize said trade or commerce, and that they or any of these answering defendants have ever, at any time, made, formed, or entered into any such agreement, combination or conspiracy, and these answering defendants deny that they or any of them do now control, monopolize or restrain the trade and commerce between any States whatever or within any State, 11u either in the manufacture of news print, manila, fibre or other paper, or in the distribution, sale or shipment thereof among or throughout the States of the Union, or among or between any States whatever, or within the limits or border of any State whatever, by any means or in any manner whatever.

These defendants admit that on or about the 26th day of May, 1900, a corporation styled the "General Paper Company" was organized under the laws of the State of Wisconsin, with a capital



stock of \$100,000, divided into 1,000 shares, which corporation, by its articles of incorporation, was authorized to become, as its principal business, the sales agent for any and all kinds of paper and paper products, and any and all merchandise manufactured from paper or paper products, by mills of the State of Wisconsin or elsewhere.

They further admit that thereafter each of these answering defendants other than said General Paper Company, separately entered into a contract with said General Paper Company, making said General Paper Company its exclusive selling agent for a definite period specified in such contract, to sell certain specified grades or description of paper manufactured by the other party to such contract, to-wit, the mill so contracting, such grades or descriptions of paper comprising all box lining, hanging, novel, print, fibre and manila papers manufactured by the defendant mill so contracting.

But they deny that any defendant mill, by such contract or agreement or otherwise, ever conferred upon said General Paper Company the power to control or restrict the output of the defendant mill or mills so contracting, or to fix the price of all or any papers sold throughout the States aforesaid, or to determine to whom or the prices or conditions upon which the paper manufactured by such defendant mills or by any of them should be sold, or into what States or places it should be shipped or what publishers or other customers each mill should supply.

And these defendants allege that under such contracts, it was made the duty of the said General Paper Company to use its best efforts to keep the mill or mills owned or controlled by the other party to each of such contracts, supplied with orders for paper  
11v at the best prices reasonably obtainable, and to submit all orders so obtained to the mill for which the same was taken, for its approval or rejection, and to transmit all orders received by or offered to it for a particular mill to the mill selected by the customer for the approval or rejection of such mill, to the end that each of such mills might be supplied with orders to the full extent of its capacity and the demands of the trade supplied, in the most prompt and efficient manner possible.

Save as aforesaid, these defendants deny each and every matter, allegation and charge in the fourth paragraph of said petition and complaint contained.

Fifth. They admit that each of the defendants for which the General Paper Company acts as sales agent, has agreed to and does pay to the said General Paper Company, for acting as its sales agent, a certain percentage upon all sales of paper manufactured by it, which said percentage is fixed by the terms of the aforesaid agreement made between said General Paper Company and each of these defendants.

They further admit that the profits of the business of said General Paper Company, after payment of its expenses, are divided between the stockholders of said General Paper Company in proportion to their holdings. And save and except as aforesaid, these defendants

deny each and every matter, allegation and charge in the sixth paragraph of said petition and complaint contained.

Sixth. Upon information and belief these defendants admit that the Manufacturers Paper Company has been and now is a corporation duly created and organized under and by virtue of the laws of the State of New York, with its principal place of business in the city of New York, and having a branch office in the city of Chicago in the State of Illinois, as in said petition and complaint alleged.

They deny that about the year 1902, or at any other time, the said Manufacturers Paper Company entered into or became a party to any combination or conspiracy whatever with these defendants or any of them, and they deny that it was ever agreed between said

Manufacturers Paper Company and the General Paper Company, or between the said Manufacturers Paper Company and any of these defendants, that the said Manufacturers Paper Company should not compete with said General Paper Company or any other company or person whatever, for any business in the territory of Wisconsin or States west of the Mississippi, or for any business in any territory whatever; or that the said Manufacturers Paper Company should not offer any paper from the East or from any other section of the country whatever, to any customer of the General Paper Company, either directly or indirectly. And these defendants deny that they or any of them ever made or entered into any combination, agreement or conspiracy whatever with the said Manufacturers Paper Company respecting the manufacture, sale or distribution of paper in any territory whatever.

And save as aforesaid, these defendants deny each and every allegation, charge, matter and thing in the seventh paragraph of said petition, and complaint contained.

Seventh. These defendants deny each and every matter, thing allegation and charge in the eighth paragraph of said petition and complaint contained.

And save as aforesaid, these defendants deny each and every matter, allegation and charge in said complaint contained.

And these defendants jointly and severally deny all and all manner of unlawful combination and confederacy wherewith they or any of them are by the said bill charged, without this, that there is any other matter, charge, cause or thing in the said complainant's said petition and complaint contained, material or necessary for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, confessed, traversed and avoided, or denied, is true, to the knowledge or belief of these defendants, all of which matters or things these defendants are ready and willing to aver, maintain and prove, as this honorable court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

[CORPORATE SEAL.] GENERAL PAPER COMPANY,

By GEO. A. WHITING,

1st Vice President.

Attest:

JAMES G. FLANDERS, Solicitor.

11s

[CORPORATE SEAL.] THE ITASCA PAPER COMPANY,  
 By FRANK F. BECKER, President.  
 Attest: HENRY G. BECKER, Secretary.  
 [CORPORATE SEAL.] HENNEPIN PAPER COMPANY,  
 By B. F. NELSON, President.  
 Attest: W. ED. NELSON, Secretary.  
 [CORPORATE SEAL.] WOLF RIVER PAPER AND FIBRE  
 COMPANY,  
 By W. C. ZUCHOW, President.  
 Attest: F. D. NABER, Secretary.  
 [CORPORATE SEAL.] ATLAS PAPER COMPANY,  
 By S. F. SHATTUCK, Acting President.  
 Attest: S. F. SHATTUCK, Secretary.  
 Attest: JAMES G. FLANDERS, Solicitor.  
 [CORPORATE SEAL.] KIMBERLY & CLARK COMPANY,  
 By F. J. SENSENBRENNER,  
 Vice-President.  
 Attest: S. F. SHATTUCK, Secretary.  
 [CORPORATE SEAL.] RIVERSIDE FIBRE AND PAPER  
 COMPANY,  
 By HENRY F. SMITH, President.  
 Attest: W. B. MURPHY, Secretary.  
 [CORPORATE SEAL.] WAUSAU PAPER MILLS COM-  
 PANY,  
 By WALTER ALEXANDER, President.  
 Attest: W. L. EDMONDS, Secretary.  
 [CORPORATE SEAL.] CENTRALIA PULP AND WATER-  
 POWER COMPANY,  
 By F. GARRISON, President.  
 Attest: F. GARRISON, Acting Secretary.  
 Attest: JAMES G. FLANDERS, Solicitor.

11y

[CORPORATE SEAL.] COMBINED LOCKS PAPER COM-  
 PANY,  
 By WM. VAN NORTWICK,  
 Acting President.  
 Attest: WM. VAN NORTWICK, Secretary.  
 Attest: JAMES G. FLANDERS, Solicitor.  
 [CORPORATE SEAL.] DELLS PAPER AND PULP COM-  
 PANY,  
 By W. L. DAVIS, President.  
 Attest: F. ROYCE, Secretary.  
 [CORPORATE SEAL.] GRAND RAPIDS PULP AND PA-  
 PER COMPANY,  
 By C. F. KELLOGG, Vice President.  
 Attest: C. F. KELLOGG, Acting Secretary.  
 Attest: JAMES G. FLANDERS, Solicitor.

[CORPORATE SEAL.] MENASHA PAPER COMPANY,  
By S. E. SMITH, President.  
Attest: M. H. BALLOU, Secretary.

[CORPORATE SEAL.] THE C. W. HOWARD COMPANY,  
By C. W. HOWARD, President.  
Attest: F. W. HAWKS, Secretary.

[CORPORATE SEAL.] THE NEKOOSA PAPER COM-  
PANY,  
By F. GARRISON, V. President.  
Attest: F. GARRISON, Acting Secretary.  
Attest: JAMES G. FLANDERS, Solicitor.

[CORPORATE SEAL.] THE FALLS MANUFACTURING  
COMPANY,  
By GEO. O. NERGSTROM,  
Vice President.  
Attest: J. H. DELBRIDGE, Secretary.

[CORPORATE SEAL.] FLAMBEAU PAPER COMPANY,  
By WM. P. HARPER, President.  
Attest: E. P. SURRY, Secretary.

11s

[CORPORATE SEAL.] THE JOHN EDWARDS MANU-  
FACTURING COMPANY,  
By F. GARRISON, Acting President.  
Attest: F. GARRISON, Secretary.  
Attest: JAMES G. FLANDERS, Solicitor.

[CORPORATE SEAL.] THE WISCONSIN RIVER PAPER  
AND PULP COMPANY,  
By GEO. A. WHITING, President.  
Attest: C. A. BANCOCK, Secretary.

[CORPORATE SEAL.] TOMAHAWK PULP AND PAPER  
COMPANY,  
By A. M. PRIDE, Acting President.  
Attest: A. M. PRIDE, Acting Secretary.  
Attest: JAMES G. FLANDERS, Solicitor.

[CORPORATE SEAL.] NORTHWEST PAPER COMPANY,  
By R. M. WEYERHAEUSER, President.  
Attest: HUNTINGTON TAYLOR,  
Asst Secretary.

[CORPORATE SEAL.] CONSOLIDATED WATER POWER  
AND PAPER COMPANY,  
By FALKLAND MacKINNON,  
President.  
Attest: F. MacKINNON, Acting Secretary.  
Attest: JAMES G. FLANDERS, Solicitor.

[CORPORATE SEAL.] THE PETOSKEY FIBRE PAPER  
COMPANY,  
By JOHN J. ROYCROFT, Vice President.  
Attest: EDWARD D. WARNER, Secretary.

JAMES G. FLANDERS AND  
WILLIAM BRACE,  
Solicitors and Counsel for the Aforesaid  
Answering Defendants.

WINKLER, FLANDERS, SMITH, BOTTUM AND  
FAWSETT AND DEFREES, BRACE & RITTER,  
Of Counsel.

11aa In the Circuit Court of the United States for the District of  
Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Complainant,

*vs.*

GENERAL PAPER COMPANY, THE ITASCA PAPER COMPANY, HEN-  
nepin Paper Company, Wolf River Paper and Fiber Company,  
Atlas Paper Company, Kimberly and Clark Company, River-  
side Fibre and Paper Company, Wausau Paper Mills Company,  
Centralia Pulp and Water-Power Company, Combined Locks  
Paper Company, Dells Paper and Pulp Company, Grand  
Rapids Pulp and Paper Company, Menasha Paper Company,  
The C. W. Howard Company, The Nekoosa Paper Company,  
The Falls Manufacturing Company, Flambeau Paper Company,  
The John Edwards Manufacturing Company, The Wisconsin  
River Paper and Pulp Company, Tomahawk Pulp and Paper  
Company, Northwest Paper Company, Consolidated Water  
Power and Paper Company, Manufacturers Paper Company,  
The Petoskey Fibre Paper Company, Rhinelander Paper Com-  
pany, Defendants.

11bb Answer of The Rhinelander Paper Company, One of the Above  
Named Defendants, to the Bill of Complaint of the Above  
Named Complainant, The United States of America.

This defendant, now and at all times saving and reserving unto  
itself all benefit and advantage of exception to the many errors, un-  
certainties, imperfections and insufficiencies in the complainant's said  
bill of complaint contained, for answer thereto, or to so much and  
such parts thereof as the said defendant is advised is material for it  
to make answer to, answering says:

I. For answer to paragraph numbered I of said bill of complaint,  
this defendant admits that it is a corporation, created and organized  
under the laws of the State of Wisconsin. This defendant does not  
know and has not been informed, save by said bill of complaint,  
whether its co-defendants, who are alleged by paragraph I of said  
bill of complaint to be corporations organized under the laws of the  
State of Wisconsin, are such in fact, or have any corporate existence,  
and neither does said defendant know, nor is it advised, save by said  
bill of complaint, whether its co-defendants, alleged by said para-

graph numbered I of said complaint to be corporations organized under the laws of the State of Michigan and Minnesota, are such in fact, or that said defendants have any corporate existence.

II. For answer to paragraph numbered II of said bill of complaint this answering defendant admits that the parties named as defendants in paragraph numbered I of said bill were engaged in the business of manufacturing news print, manilla, fibre and other papers at their respective mills, and in marketing and selling their manufactured product in the territory alleged in said paragraph II of bill, as well as in other territory not therein described or set forth, but whether such manufacturing was done or said sales were made by said parties as individuals, firms or corporations this defendant does not know and is not informed, save by said bill of complaint. The answering defendant admits and avers that it, as a corporation, manufactured paper and sold the same wherever it could find a market therefor, and that it markets its product in the States named in said bill, as well as in other States not therein named.

III. For answer to paragraph numbered III of the bill of complaint this defendant avers that it was not organized until the year 1903, and that it does not know and has not been informed, save by said bill of complaint, as to what paper manufacturers were competing for business in the territory mentioned and described in the complaint during the year 1900.

IV. Answering paragraph numbered IV of the bill of complaint, this defendant admits that it is informed and believes that the defendant The General Paper Company, was organized during the month of May, 1900, with a capital stock of \$100,000.00, but this defendant does not know and is not advised, save by said bill of complaint, as to who the original stockholders in said corporation were, or whether or not the parties named in paragraph numbered IV of said bill of complaint as being the organizers of said corporation, organized the same or not. This defendant does not know, and is not advised, save by said bill of complaint, that the parties mentioned in said paragraph numbered IV entered into any agreement, combination or conspiracy with each other to restrain trade or commerce, or to control, regulate or monopolize trade or commerce, and denies on information and belief that any agreement was made by the parties mentioned in said paragraph numbered IV that was in violation of the provisions of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," and on information and belief this answering defendant further denies that any agreement, combination or conspiracy was entered into between the parties mentioned in said paragraph IV of said bill of complaint to restrain trade or commerce among the several States, or to control, regulate or monopolize trade or commerce therein. And the answering defendant further denies that the defendants who are alleged to have organized said General Paper Company, in said paragraph IV

of said bill of complaint, entered into any agreement, conspiracy or combination with other parties alleged to have subsequently joined in said unlawful agreement for the purpose of regulating, monopolizing or restraining trade or commerce, or that any agreement was made between said parties for any unlawful purpose.

Further answering said paragraph IV of said bill of complaint, this defendant does not know and is not advised who the stockholders of said General Paper Company are, or how said stock was apportioned, among the several holders thereof, and asks that said complainant be required to prove the allegations of the bill in this behalf.

Further answering said paragraph IV of said bill, this defendant admits that said General Paper Company, by its articles of incorporation, is authorized to become, and its principal business, sales agent for any and all kinds of paper and paper products, and any and all merchandise manufactured from paper or paper products by mills in the State of Wisconsin, or elsewhere.

Further answering said paragraph IV of said bill of complaint, this defendant does not know and is not advised, except by said bill of complaint, as to whether or not all of the defendants named in said bill of complaint entered into an agreement with the General Paper Company for making it the exclusive selling agent for their papers and paper products, and on information and belief alleges that if such contracts were in fact entered into, they were not entered into as a result of any common plan or understanding between the parties finally making and constituting said General Paper Company and their sales agent.

This defendant further answering said paragraph IV of said 11cc complaint denies that said defendants, or any or either of them, conferred any power upon said General Paper Company to control or restrict the output of its mills. The answering defendant denies that said General Paper Company is by it authorized to fix the price at which its paper is to be sold, or that said General Paper Company has the right to determine to whom, and what terms and conditions, its paper shall be sold, or into what States it shall be shipped, or to whom it shall be shipped; on the contrary, this defendant alleges and avers that while it is the business of said General Paper Company to solicit orders for paper and make sales thereof, and obtain reasonable prices therefor, all orders taken by said General Paper Company for the answering defendant are subject to its approval, and it has the right to reject the same for inadequacy of price, or lack of sufficient financial standing on the part of the purchaser, or for any other good and sufficient reason.

Further answering said paragraph IV of said bill of complaint the answering defendant avers that it does not know and is not advised as to the nature of the contracts made and entered into between the General Paper Company and its co-defendants who are engaged in the business of manufacturing paper.

V. This defendant answering paragraph numbered V of the bill



of complaint, states that it does not know and is not advised, save by said bill of complaint, as to whether the Northwest Paper Company, the Consolidated Water-Power Company, the Itasca Paper Company, the Petoskey Fibre Company, the Menasha Paper Company, the Flambeau Paper Company, or the Wolf River Paper and Fibre Company, entered into or became parties to any agreement with said General Paper Company, or with the corporations which it is alleged in paragraph IV of said bill caused said General Paper Company to be incorporated.

This defendant admits that during the year 1904, it entered into a contract with said General Paper Company, by the terms  
11ff and conditions of which contract said General Paper Company agreed to use its best efforts to sell, at the best prices obtainable and upon the best terms and conditions, any and all paper manufactured by said Rhinelander Paper Company and entrusted to it for sale by said Rhinelander Paper Company; further, that said General Paper Company should use its best efforts to keep the mills of said Rhinelander Paper Company supplied with orders that were shipped to suit the various machines in its said mills; also that said General Paper Company agreed to use its best efforts to secure and maintain harmony between said Rhinelander Paper Company and its customers; that, in consideration of such agreement on the part of said General Paper Company, said Rhinelander Paper Company on its part, agreed to pay said General Paper Company a commission of 3 per cent. on all sales effected by said General Paper Company for said Rhinelander Paper Company and approved by the latter; that said contract further provided that all sales effected by said General Paper Company for said Rhinelander Paper Company should be made and obtained subject to the approval of said Rhinelander Paper Company; that, under the terms of said contract, so long as said General Paper Company was able to secure orders sufficient to take the entire product or output of the mill of said company, said General Paper Company had the sole right to sell its product; that such contract did not exclude said Rhinelander Paper Company from selling its own paper, or selling its paper through other agencies, in the event that said General Paper Company did not furnish sufficient order to use the entire output of said mill.

Further answering said paragraph V of said complaint, this defendant specifically denies that it ever authorized or empowered the General Paper Company to control or restrict its product, or the output of its mill, or that said General Paper Company ever exercised or assumed to exercise any such right, power or authority; denies  
11gg that said General Paper Company, or anybody else, ever in any manner, directly or indirectly restricted the output of the manufactured product of said Rhinelander Paper Company.

This defendant admits that said General Paper Company quoted prices on paper for this defendant, but only made such quotations



as were satisfactory, to said defendant, and avers that the acts of said General Paper Company in making prices on paper were not different from the acts of any other agent selling merchandise for his or its principal.

Further answering said paragraph V of said bill of complaint, this defendant expressly denies that it ever became a stockholder in the General Paper Company, or that it has any financial interest, direct or remote, in said General Paper Company.

This defendant further answering said paragraph V of said bill of complaint alleges that the aforesaid contract made and entered into between it and said General Paper Company is not, as it verily believes, a contract in restraint of trade, and is not a contract that is unlawful within the meaning of any statutes of the United States or of any law of the land; that said defendant made and entered into said contract with said General Paper Company as a matter of economy, and because it believed that the price charged by said General Paper Company for marketing and selling its product was less than said defendant could sell and dispose of its manufactured product for, if it be adopted any other means of selling, and the answering defendant further alleges that it entered into said contract in good faith, believing that it had the right to do so, and that it had the right to appoint any agent it saw fit to sell and dispose of its manufactured product.

VI. Answering paragraph VI of said complaint, this defendant admits that it pays to said General Paper Company, a commission upon all sales of paper made by said General Paper Company as its agent, and defendant is advised that said General Paper Company likewise acts as sales agent for a large number of other mills, but just what mills said General Paper Company acts as sales agent for this defendant is not advised and does not know.

This defendant, further answering said paragraph VI of said bill of complaint, avers that it is not advised and does not know how said General Paper Company distributes the profits that it derives from the transaction of its business, but alleges on information and belief that such profits are divided among the stockholders of the company in proportion to the amount of stock which they hold in the same.

VII. Answering paragraph VII of said bill of complaint, this defendant is not advised and does not know of the organization or of the existence of the Manufacturers Paper Company, excepting as it is advised by said bill of complaint; does not know where its place of business is, and does not know and is not advised as to any contracts that it has ever made with the General Paper Company or any one else, or whether or not it is engaged in business at Chicago, or any other place; neither does this defendant know, nor is it advised, except by said bill of complaint, that said Manufacturers Paper Company entered into any combination or conspiracy with said General Paper Company or with any one else, or that it entered into

any contract with said General Paper Company whereby it agreed not to sell paper in certain territory, or that it ever was a party to any combination or conspiracy in restraint of trade, and this defendant asks that said complainant be put to proof as to the allegations contained in paragraph VI of the bill of complaint.

VIII. Answering paragraph VIII of said bill of complaint, this defendant denies that, by means of any combination or conspiracy, or otherwise, competition has been suppressed in the manufacture sale or distribution of news print, manilla, fibre or other papers in the States mentioned in the bill of complaint, or in any other States, and this defendant further answering said bill of complaint expressly denies that the price of news print paper has been increased to the extent alleged in said bill of complaint. Defendant avers, on information and belief, that during the last few years there has been a slight increase in the price of news print paper; that there have been times in recent years, as defendant is advised and believes, when such paper was sold below the actual cost of production; that within recent years the wood out of which said paper is being manufactured is becoming scarce, and the price thereof has been continually rising; that fuel and labor, and other ingredients, have been largely increased in price in the last few years; that, in consequence thereof, manufacturers of news print paper have been obliged to increase the prices of the same to some extent, but this defendant on information and belief alleges that at no time have such prices been increased so as to yield an unreasonable margin of profit on the moneys invested in manufacturing plants by the paper-makers in the States of Wisconsin, Michigan and Minnesota.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith it is by said bill charged, without this, that there is any other matter, cause or thing in the said complainant's bill of complaint contained, material or necessary for the defendant to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denies, is true to the knowledge or belief of this defendant, and all which matters and things this defendant is ready and willing to aver, maintain and prove as this honorable court shall direct; and humbly prays to be hence dismissed, with its reasonable costs and charges in this behalf sustained.

RHINELANDER PAPER COMPANY,  
By A. W. BROWN, President.

Attest: PAUL BROWNE, Secretary.

J. W. BARNES,  
HARROLD HARRIS,  
Solicitors for the Defendant  
Rhineland Paper Co.

(Endorsed: Answer of the Rhineland Paper Company. Filed March 6th, 1905. Henry D. Lang, clerk. Louise B. Trott, deputy.)

12

## Order to Show Cause.

On the petition hereto attached and it appearing to the court that the said witness E. T. Harmon, in said petition mentioned, was heretofore served with a subpoena issued out of this court requiring him to appear before said examiner in said cause, as in said petition stated, it is

Ordered, that the said witness E. T. Harmon be and appear before the Honorable William H. Seaman, judge of the United States circuit court for the eastern district of Wisconsin, forthwith, to show cause why he should not make full and proper answer to each of the questions referred to in said petition and more particularly in the schedule thereunto annexed, and also fully comply with each and every of the requests mentioned in said petition and more particularly set forth in the schedule thereunto annexed; and also produce, for the purposes of his said examination, for the purpose of inspection by counsel for the petitioner, and for the purpose of being offered in evidence in the said cause, the papers, orders and acceptances particularly referred to in the said petition and schedule; and abide by such other and further order as this court may make.

It is further ordered, that a copy of this order, with the said petition and schedule thereto annexed, be personally served upon the attorneys for said witness E. T. Harmon, Messrs. Winklers, Flanders, Smith, Bottum and Fawsett, and Defrees, Brace and Ritter.

(Signed)

WM. H. SEAMAN,  
United States Circuit Judge.

Dated this — day of July, 1905.

13 July 8, 1905.—Answer of E. T. Harmon to said petition and order to show cause filed pursuant to order of Aug. 3, 1905, as follows:—

Circuit Court of the United States, Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
vs. }  
GENERAL PAPER COMPANY ET AL., Defendants. }

Now comes E. T. Harmon and answering the order to show cause in the above entitled matter, made and filed the 8th day of July, 1905, and the petition upon which said order to show cause was made, alleges and shows unto the court as follows:—

That this respondent is and at all times herein mentioned and referred to was a director of General Paper Company, one of the defendants in the above entitled action; that from the month of January 1901, until the 5th day of June, 1905, he was one of the general officers,

to-wit: the president and also the manager of Grand Rapids Pulp & Paper Company, one of the defendants in the above entitled matter; that the papers, orders and acceptances referred to in said petition and order to show cause are not and were not at the time the questions therein referred to were asked of this respondent in his custody or under his control, and that he then had and now has no power to produce or to compel the production of said papers, orders and acceptances.

Further answering, this respondent alleges that he is a stockholder of Centralia Pulp & Water Power Company, one of the defendants in the above entitled matter, owning and holding one hundred sixty (160) shares of stock therein of the par value of sixteen thousand dollars (\$16,000.00).

That the defendants Grand Rapids Pulp & Paper Company, General Paper Company and Centralia Pulp & Water Power Company and this respondent, and each of them have objected and  
14 do object to the production of said papers, orders and acceptances for inspection by counsel for said complainant or for the purpose of being offered in evidence in said cause. Said objections are based upon the following reasons:

First. That the materiality of said papers, orders and acceptances in the cause mentioned in said order to show cause now pending in the circuit court of the United States for the district of Minnesota in the third division of said district has not been established so as to authorize a court of equity to order their inspection, production and introduction in evidence and that the same are not material, relevant or competent evidence in said cause; that said papers, orders and acceptances contain matters of importance relating to the business of said General Paper Company and Grand Rapids Pulp & Paper Company in no way bearing upon or touching the issues in said cause which it would be highly injurious to the business interests of said companies and the other defendants in said cause to make public, and this respondent submits that he ought not to be required to disclose any portions of said papers, orders or acceptances except on a proper showing that the same are material to said cause to establish some issue therein, and a showing that the same are not privileged for the protection of said defendants.

Second. That one of the purposes of said complainant in instituting said cause in said circuit court of the United States for the district of Minnesota in the third division of said district and in making the requests mentioned in said order to show cause for the inspection, production and introduction as evidence of said papers, orders and acceptances is to establish and to compel said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp  
15 & Water Power Company and this respondent as a director, officer or stockholder of said companies to furnish to said complainant evidence tending to establish that said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company have been guilty of certain

violations of the act of Congress entitled "An act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, and the acts amendatory thereof or supplementary thereto as is more fully set forth in said complainant's original petition or bill of complaint in said cause, and to subject said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company to the penalties for such violations imposed by said act, and that to compel the production by said General Paper Company, Grand Rapids Pulp & Paper Company or said Centralia Pulp & Water Power Company, through their officers or otherwise, of said papers, orders and acceptances for inspection and introduction as evidence in said cause would be contrary to the provisions of the fifth amendment to the Constitution of the United States, which provides that no person shall be compelled in any criminal cause to be a witness against himself, and also contrary to the provisions of the fourth amendment to the Constitution of the United States, which provides that the right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures shall not be violated.

Third. That the alleged acts of said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company, complained of by said complainant in its said original petition or bill of complaint in said cause and which said complainant is endeavoring to establish in said cause, would, if committed by them, be violations of the laws of the State of Wisconsin and would subject said corporations to forfeitures of their charters and other penalties under said laws; that to compel either of  
16 said corporations, through its officers or otherwise, to produce said papers, orders and acceptances for inspection and introduction as evidence in said cause would be to compel it to furnish evidence tending to establish that it has been guilty of such acts and to subject it to the forfeiture of its charter and other penalties aforesaid, contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment to the Constitution of the United States.

Fourth. That in addition to the matters above set forth, the purpose of the complainant in instituting said cause in said circuit court of the United States for the district of Minnesota in the third division of said district, and in making the requests mentioned in said order to show cause is to obtain from said last mentioned court a decree enjoining said General Paper Company from carrying on the business for which it was incorporated and to enjoin the carrying out of and operation under the agency contracts and agreements existing between it and the other defendants respectively, on the alleged ground that said contracts and agreements were made and are in violation of the provisions of said act of Congress; that said contracts and agreements are of great value to said General Paper Company and upon which rests practically its entire business; and that the same are also of great value to and constitute valuable property rights in each of the other defendants respectively parties

thereto, including said Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company, and that such injunction from carrying out said contracts and agreements and their virtual annulment thereby occasioned would result in great injury, damage and loss to said General Paper Company and to said Grand Rapids Pulp & Paper Company and to said Centralia Pulp & Water Power Company and to this respondent as a stockholder therein, and that to compel the production by said General Paper Company  
 17 and said Grand Rapids Pulp & Paper Company or either of them, through their officers or otherwise, of said papers, orders and acceptances for inspection and introduction as evidence in said cause for the purposes aforesaid would be contrary not only to the provisions of said fourth and said fifth amendment- to the Constitution of the United States but also contrary to the well established rule of the common law as well as of equity jurisprudence, that no person will be compelled to discover any fact, either by producing documents or answering questions, which may subject him, either directly or eventually, to prosecution for a crime or to a forfeiture or penalty or anything in the nature of a forfeiture or penalty.

Further answering this respondent alleges and shows unto this court that all the matters concerning which the questions referred to in said petition and schedules thereto annexed were asked and which this respondent refused to answer, as stated in said petition, came to this respondent's knowledge exclusively as president and manager of said Grand Rapids Pulp & Paper Company or as a director of said General Paper Company in the conduct of matters entrusted to him as such president and manager or as such director, and which said companies, from the nature of the case, were compelled to entrust to this respondent as such president and manager or as such director, and that said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company have objected and do object, and this respondent has objected and does object, to said questions and to the same being answered by him for reasons similar to those already set forth in reference to the production, inspection and introduction in evidence of the papers, orders and acceptances above mentioned, that is to say:

First. That the materiality of said questions in the cause above mentioned has not been established so as to authorize a court  
 18 of equity to order them to be answered and that the same are not material, relevant or competent evidence in said cause.

Second. That the purpose of said complainant in instituting said cause and in asking said questions is to establish and to compel said General Paper Company, through this respondent as its director, and said Grand Rapids Pulp & Paper Company, through this respondent as its president and manager, to furnish to said complainant evidence tending to establish that said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company have been guilty of certain violations of the acts of Congress above referred to and to subject them to the penalties for such vio-



lations imposed by said acts, and that to compel said General Paper Company and said Grand Rapids Pulp & Paper Company through this respondent, to answer said questions would be contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment- to the Constitution of the United States.

Third. That the alleged acts of said General Paper Company and of the other defendants, including said Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company, complained of by said complainant in its said original petition or bill of complaint in said cause and which said complainant is endeavoring to establish in said cause, would be, if committed by them, violations of the laws of the State of Wisconsin and would subject said General Paper Company and said Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company to forfeiture of their charters and other penalties under said laws: that to compel them, through this respondent, to answer the questions aforesaid, would be to compel them to furnish evidence tending to establish that they

19 have been guilty of such acts and subject them to the forfeiture of their charter and other penalties aforesaid, contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment- to the Constitution of the United States.

Fourth. That in addition to the matters above set forth, the purpose of the complainant in instituting said cause and in asking the questions mentioned in said order to show cause is to obtain a decree enjoining said General Paper Company from carrying on the business for which it was incorporated and to enjoin the carrying out of and operation under the agency contracts and agreements existing between it and the other defendants named in said cause, on the alleged ground that said contracts and agreements were made and are in violation of the provisions of said acts of Congress; said contracts and agreements are of great value to said General Paper Company and upon which rests practically its entire business and that the same are also of great value to and constitute valuable property rights in each of the other defendants respectively parties thereto, including the Grand Rapids Pulp & Paper Company and the Centralia Pulp & Water Power Company; and that such injunction from carrying out said contracts and agreements and their virtual annulment thereby occasioned would result in great injury, damage and loss to said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company and this respondent as a stockholder therein, and that to compel this respondent to answer the questions aforesaid in aid of the purposes aforesaid would be contrary not only to the provisions hereinbefore referred to of said fourth and fifth amendment- to the Constitution of the United States but also contrary to the well established rule of the common law as well as of equity jurisprudence, that no person will be compelled to discover any fact, either by producing documents or answering questions, which may subject him, either directly or eventually, to prosecution for a crime or to

a forfeiture or penalty or anything in the nature of a forfeiture or penalty.

20 Further answering, this respondent alleges that he ought not to be required to answer the questions or comply with the requests to produce for inspection by counsel for the complainant or for the purpose of being offered in evidence in the cause above referred to the papers, orders and acceptances referred to in the order to show cause above mentioned and in the petition and schedules annexed to the petition upon which said order to show cause was made, not only for the reasons hereinabove set forth but also for the following reasons, that is to say:

First. That one of the purposes of said complainant in instituting said cause in said circuit court of the United States in and for the district of Minnesota in the third division of said district and in seeking to require this respondent to answer the questions and comply with the requests and produce for inspection by counsel for the complainant and for the purpose of being offered in evidence in the cause above referred to the papers, orders and acceptances aforesaid is to establish and to compel this respondent to furnish to said complainant evidence tending to establish that he has been guilty of certain violations of the acts of Congress hereinbefore mentioned and referred to and to subject this respondent to the penalties for such violations imposed by said acts, and that to compel this respondent to answer said questions or comply with said requests or to produce for inspection or for the purpose of being offered in evidence in said cause the said papers, orders and acceptances would be contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment to the Constitution of the United States.

Second. That the alleged acts of said General Paper Company, Grand Rapids Pulp & Paper Company and Centralia Pulp & Water Power Company, complained of by the complainant in its  
21 said original petition and bill of complaint in said cause, and which said complainant is endeavoring to establish, in said cause, would, if committed by said defendant companies, involve violations of the laws of the State of Wisconsin by this respondent and would subject him to penalties and forfeitures under said laws, and that to compel him to answer the questions or comply with the requests aforesaid or to produce for inspection or for the purpose of being offered in evidence in said cause the said papers, orders, and acceptances would be to compel this respondent to furnish evidence tending to establish that he has been guilty of such violations of the laws of the State of Wisconsin and to subject him to the penalties and forfeitures aforesaid, contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment to the Constitution of the United States.

Third. That one of the purposes of said complainant in instituting said cause in said circuit court of the United States in and for the district of Minnesota in the third division of said district and in seeking to require this respondent to answer the questions and



comply with the requests and produce for inspection by counsel for the complainant and for the purpose of being offered in evidence in the cause above referred to the papers, orders and acceptances aforesaid is to establish and to compel this respondent to furnish to said complainant evidence tending to establish the allegations of the original petition or bill of complaint in said cause, which, if established, will result in subjecting this respondent to loss or detriment in the nature of a penalty or forfeiture, in that The Centralia Pulp & Water Power Company, one of the defendants in said cause, of which this respondent is a stockholder as aforesaid, will be subjected under the laws of the State of Wisconsin to a forfeiture of its charter, resulting in the virtual forfeiture of

22 the stock of this respondent in said company and to the loss and forfeiture, to a large extent, of the value of the interest of this respondent in said corporation, and in that the contracts made by Centralia Pulp & Water Power Company with its customers for the sale of its products, through the General Paper Company as its sales agent, under and pursuant to the agency contract of said Centralia Pulp & Water Power Company with the General Paper Company hereinbefore referred to, will be virtually annulled and the property rights of said Centralia Pulp & Water Power Company in said contracts destroyed; that there are a large number of such contracts outstanding under which large sums of money are due to said Centralia Pulp & Water Power Company, to-wit: exceeding the sum of ten thousand dollars, all of which, as this respondent is advised and believes, will be or may be forfeited and lost to the Centralia Pulp & Water Power Company and to this respondent as a stockholder therein in case the illegal combination alleged in the complaint is established by the decree or judgment in said cause; and this respondent alleges that to compel him to answer the questions and comply with the requests and produce for inspection and for the purpose of being offered in evidence the papers, orders and acceptances referred to in said order to show cause and the schedules thereto annexed, and which he has declined to answer, comply with or produce, if material to said cause would be contrary to the provisions of said fourth and said fifth amendment to the Constitution of the United States and also contrary to the well established rule of the common law and of equity jurisprudence, that no person will be compelled to discover any fact or matter which may subject him to forfeiture or penalty or anything in the nature of a forfeiture or penalty.

Wherefore this respondent asks that said order to show cause be dismissed.

(Signed)

E. T. HARMON.

WINKLER, FLANDERS, SMITH,  
BOTTUM & FAWSETT AND  
DE FREES, BRACE & RITTER,  
Solicitors for Respondent E. T. Harmon.

23      STATE OF WISCONSIN,  
Eastern District of Wisconsin, } ss:  
County of Milwaukee.

E. T. Harmon, being first duly sworn, deposes and says that he is the respondent making the foregoing answer; that he has read the said answer and knows the contents thereof and that the same is true to his own knowledge, except as to matters therein set forth on information and belief and as to the same he believes it to be true.

(Signed)

E. T. HARMON.

Subscribed and sworn to before me this 27th day of July, A. D.  
1905.

W. E. BURKE.

Notary Public, Milwaukee County, Wisconsin.

My commission expires Oct. 12, '08.

24 July 8, 1905.—Answer of General Paper Company to said petition and order to show cause filed pursuant to order of August 3, 1905, as follows:

In the Circuit Court of the United States in and for the Eastern  
District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
vs. }  
GENERAL PAPER COMPANY ET AL., Defendants. }

Now comes The General Paper Company, one of the defendants in the above entitled matter, and asks leave to appear and file an answer to the order to show cause made by said court in the above entitled matter with reference to the witness E. T. Harmon and to the petition upon which said order to show cause was made, in conjunction with the answer and objections made herein by said E. T. Harmon and in affirmation of the objections and exceptions heretofore made and taken by or on behalf of said witness and this defendant, and for such answer it alleges and shows unto the court as follows:—

That the said E. T. Harmon, who has been ordered to show cause before this court why he should not make full and proper answer to certain questions referred to in said petition and schedules thereunto annexed and comply with certain requests mentioned in said petition and schedules, and also produce for inspection by counsel for the petitioner and for the purpose of being offered in evidence in the cause referred to in said petition certain books, records, papers, reports and contracts particularly referred to in the said petition and schedules, is a director of this defendant and as such director

and not otherwise has access to the books, records, papers, reports and contracts mentioned in said order to show cause and that the same are the books, records, papers, reports, and contracts of this defendant and not of said witness and are subject to the control of this defendant, and that this defendant has objected and does object to the production of said books, records, papers, reports and contracts for inspection by counsel for said petitioner, or for the purpose of being offered in evidence in said cause. Said objection is based upon the following reasons :

First. That the materiality of said books, records, papers, reports and contracts in the cause mentioned in said order to show cause now pending in the circuit court of the United States for the district of Minnesota in the third division in said district has not been established so as to authorize a court of equity to order their inspection, production and introduction in evidence and that the same are not material, relevant or competent evidence in said cause ; that said books, records, papers, reports and contracts contain matters of importance relating to the business of this defendant in no way bearing upon or touching the issues in said cause, which it would be highly injurious to the business interests of this defendant and the other defendants in said cause to make public, and this defendant submits that it ought not to be required through its said director or otherwise to disclose any portions of said books, records, papers, reports or contracts except on a proper showing that the same are material to said cause to establish some issue therein and a showing that the same are not privileged for the protection of this defendant.

Second. That the purpose of said complainant in instituting said cause in said circuit court of the United States in and for the district of Minnesota in the third division of said district and in making the requests mentioned in said order to show cause for the inspection, production and introduction as evidence of said books, records, papers, reports and contracts is to establish and to compel this defendant to furnish to said complainant evidence tending to establish that it has been guilty of certain violations of the act of Congress entitled "An act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, and the acts amendatory thereof or supplemental thereto, as is more fully set forth in said complainant's original petition or bill of complaint in said cause, and to subject this defendant to the penalties for such violations imposed by said act, and that to compel the production by this defendant through its said director or otherwise of said books, records, papers, reports and contracts for inspection and introduction as evidence in said cause would be contrary to the provisions of the fifth amendment to the Constitution of the United States which provides that no person shall be compelled in any criminal case to be a witness against himself; and also contrary to the provisions of the fourth amendment to the Constitution of the United States which provides that the right of the people to be secure

in their persons, houses, papers and effects against unreasonable searches and seizures shall not be violated.

Third. That the alleged acts of this defendant complained of by the complainant in its said original petition and bill of complaint in said cause, and which said complainant is endeavoring to establish in said cause would be, if committed by this defendant, violations of the laws of the State of Wisconsin and would subject this defendant to forfeiture of its charter and other penalties under said laws; that to compel it through its said director or otherwise to produce said books, records, papers, reports and contracts for inspection and introduction as evidence in said cause would be to compel it to furnish evidence tending to establish that it has been guilty of such acts and to subject it to the forfeiture of its charter and other penalties aforesaid, contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment- to the Constitution of the United States.

27 Fourth. That in addition to the matters above set forth the purpose of the complainant in instituting said cause in said circuit court of the United States for the district of Minnesota in the third division of said district and in making the requests mentioned in said order to show cause is to obtain from said last mentioned court a decree virtually annulling and enjoining this defendant from carrying out certain contracts and agreements now existing between it and the other defendants named in said cause on the alleged ground that said contracts and agreements were made and are in violation of the provisions of said acts of Congress; that said contracts and agreements are of great value to this defendant and constitute a great part of its business and that such virtual annulment of and injunction from carrying out said contracts and agreements would result in great injury, damage and loss to this defendant, and that to compel the production by this defendant through its said director or otherwise of said books, records, papers, reports and contracts for inspection and introduction as evidence in said cause for the purposes aforesaid would be contrary not only to the provisions of said fourth and said fifth amendment- to the Constitution of the United States but also contrary to the well established rule of the common law as well as of equity jurisprudence, that no person will be compelled to discover any facts either by producing documents or answering questions which may subject him either directly or eventually to prosecution for a crime or to a forfeiture or penalty or anything in the nature of a forfeiture or penalty.

Further answering this defendant alleges and shows unto this court that all the matters concerning which the questions referred to in said petition and schedules thereto annexed were asked and which said witness refused to answer, as stated in said petition, except  
28 certain matters which occurred long prior to the organization of this defendant and have no relation whatever to the issues in the cause aforesaid, came to the knowledge of said witness exclusively as a director of this defendant in the conduct of matters

entrusted to him as such director by this defendant, and which this defendant, from the nature of the case, was compelled to entrust to him as such director, and that this defendant has objected and does object to said questions and to the same being answered by said witness for reasons similar to those already set forth in reference to the production, inspection and introduction in evidence of the books, records, papers, reports and contracts above mentioned, that is to say:

First. That the materiality of said questions in the cause above mentioned has not been established so as to authorize a court of equity to order them to be answered, and that the same are not material relevant or competent evidence in said cause.

Second. That the purpose of said complainant in instituting said cause and in asking said questions is to establish and to compel this defendant, through its said director, to furnish to said complainant evidence tending to establish that it has been guilty of certain violations of the acts of Congress above referred to and to subject this defendant to the penalties for such violations imposed by said acts, and that to compel this defendant through its said director to answer said questions would be contrary to the provisions hereinbefore referred to of said fourth and said fifth amendment- to the Constitution of the United States.

Third. That the alleged acts of this defendant complained of by the complainant in its said original petition or bill of complaint in said cause and which said complainant is endeavoring to establish in said cause would be, if committed by this defendant, violations of the laws of the State of Wisconsin and would subject this  
29 defendant to forfeiture of its charter and other penalties under said laws; that to compel it through its said director to answer the questions aforesaid would be to compel it to furnish evidence tending to establish that it has been guilty of such acts, and subject it to the forfeiture of its charter and other penalties aforesaid, contrary to the provisions, hereinbefore referred to, of said fourth and said fifth amendment- to the Constitution of the United States.

Fourth. That in addition to the matters above set forth the purpose of the complainant in instituting said cause and in asking the questions mentioned in said order to show cause is to obtain a decree virtually annulling and enjoining this defendant from carrying out certain contracts and agreements now existing between it and the other defendants named in said cause on the alleged ground that said contracts and agreements were made and are in violation of the provisions of said acts of Congress; that said contracts and agreements are of great value to this defendant and constitute a great part of its business and that such virtual annulment of and injunction from carrying out said contracts and agreements would result in great injury, damage and loss to this defendant, and that to compel this defendant, through its said director, to answer the questions aforesaid in aid of the purposes aforesaid would be contrary not only to the provisions hereinbefore referred to of said

fourth and said fifth amendment- to the Constitution of the United States but also contrary to the well established rule of the common law as well as of equity jurisprudence, that no person will be compelled to discover any fact, either by producing documents or answering questions which may subject him either directly or eventually to prosecution for a crime or to a forfeiture or penalty or anything in the nature of a forfeiture or penalty.

30 Wherefore this defendant asks that said order to show cause be dismissed.

GENERAL PAPER COMPANY,  
By L. M. ALEXANDER, Secretary.

WINKLER, FLANDERS, SMITH, BOTTUM &  
FAWSETT AND  
DE FREES, BRACE & RITTER,  
Solicitors for Defendant.

STATE OF WISCONSIN,  
Eastern District of Wisconsin, } ss :  
County of Milwaukee,

L. M. Alexander, being first duly sworn, deposes and says that he is the secretary of General Paper Company, the defendant making the above answer, and verifies said answer in behalf of said General Paper Company, which is a corporation ; that all the facts set forth in said answer are within the knowledge of this deponent and that the same are true to his own knowledge.

(Signed)

L. M. ALEXANDER.

Subscribed and sworn to before me, this 7th day of July, A. D. 1905.

[SEAL.]

JOHN H. HURLEY,  
Notary Public, Wisconsin.

My commission expires August 2, 1905.

31 Order Requiring E. T. Harmon to Answer.

In the Circuit Court of the United States for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
vs.  
GENERAL PAPER COMPANY ET AL., Defendants. }

In the Matter of Proceedings to Compel the Witness E. T. Harmon to Answer Questions and Produce Papers, Orders, and Acceptances.

The above entitled matter having come before the court on the petition of the above named complainant, The United States of America, and the order to show cause issued in accordance with the



prayers of said petition, directing the witness E. T. Harmon, mentioned in said petition, to appear and show cause why he should not answer certain questions and produce certain papers, orders and acceptances, particularly described and set forth in the said petition and schedule of refusals thereunto annexed; and upon all of the answers filed as of this date the said witness, E. T. Harmon, and the defendants, appearing by their counsel, Messrs. Winkler, Flanders, Smith, Bottum & Fawsett and Messrs. Defrees, Brace & Ritter, and having filed their answers to said petition; and the complainant, The United States of America, appearing by its counsel, Messrs. Frank B. Kellogg, James M. Beck and Robert E. Olds; and the court having heard the respective counsel and duly considered the cause, it is now therefore ordered, adjudged and decreed:

That the said witness E. T. Harmon be and he is hereby directed to appear before Robert S. Taylor, special examiner in the above entitled action, at a time and place hereafter to be designated  
 32 by said examiner in the United States court house in the city of Milwaukee, Wisconsin, and there directed to answer each and every of the questions put to him by the counsel for said complainant, The United States of America, as set forth in the petition herein and the schedule thereunto annexed; and the said witness E. T. Harmon is directed to produce before the said examiner at such time and place the papers, orders and acceptances requested of him by counsel for the complainant, as more particularly appears by said petition and the schedule of refusals thereunto annexed, for the purpose of his examination in said cause, and for use in evidence by the complainant, The United States of America, in said examination; and the complainant's counsel shall have the right at such time and place and on any adjournment of said hearing before said examiner to inspect the said papers, orders and acceptances and to introduce them and any of them in evidence in said cause; but the custody of said papers, orders and acceptances shall not be taken from the said witness or his counsel except as may be necessary for such inspection and use in evidence, the permanent custody thereof to remain in said witness.

(Signed)

WM. H. SEAMAN,  
 United States Circuit Judge.

Dated this 8th day of July, 1905.

32½ [Endorsed:] Circuit court of the United States eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Company *et al.*, defendants. Final order as to E. T. Harmon. Winkler, Flanders, Smith, Bottum & Fawsett, attorneys at law, Milwaukee, Wis. Telephone main 78. Filed July 8, 1905.

33 August 3, 1905.—Assignment of errors by E. T. Harmon and General Paper Company, filed as follows:—



In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
vs.  
GENERAL PAPER COMPANY ET AL., Defendants. }

In the Matter of the Petition of THE UNITED STATES OF AMERICA for an order directing E. T. Harmon to answer certain questions, comply with certain requests, and produce certain papers, orders, and acceptances for inspection by counsel for the petitioner and for the purpose of being offered in evidence upon an examination now pending in said district.

Assignment of Errors by E. T. Harmon and General Paper Company.

Now come the said E. T. Harmon and said General Paper Company and assigning errors in the above entitled matter say that in the final order and decrees heretofore made and entered in said matter by the court aforesaid there is error in the respects hereinafter set forth, that is to say:

1. The court erred in directing said E. T. Harmon to answer the question: Did the Grand Rapids Pulp & Paper Company have any arrangement with the General Paper Company during the  
34 year 1904 with reference to a fixed or flat price for hanging paper sold during that year as between the two companies?

2. The court erred in directing said Harmon to answer the question: Was there any arrangement between the Grand Rapids Pulp & Paper Company and the General Paper Company with relation to the amount or price for which the Grand Rapids Pulp & Paper Company was to be credited for hanging paper per hundred pounds sold during the year 1904?

3. The court erred in directing said Harmon to answer the question: Was there not a stated or fixed price for hanging paper at which the Grand Rapids Pulp & Paper Company was to be credited in the first instance as between the General Paper Company and the Grand Rapids Pulp & Paper Company?

4. The court erred in directing said Harmon to answer the question: Was there not an arrangement between the General Paper Company and the Grand Rapids Pulp & Paper Company whereby the mill was to be credited with a fixed or flat price for hanging paper during the year 1904 and was to receive subsequently its proportion of the amount over and above that fixed price at which the General Paper Company might sell that paper?

5. The court erred in directing said Harmon to answer the question: Was not the surplus or excess above a certain flat or fixed price for hanging paper sold by the General Paper Company or

through the General Paper Company divided up among the mills making hanging paper in proportion to their output?

6. The court erred in directing said Harmon to answer the same question with reference to the years 1903, 1902, 1901 and 1900.

7. The court erred in directing said Harmon to answer the question: Did not all of the mills manufacturing hanging paper receive a credit of a certain fixed amount or price per hundred pounds for such paper from the General Paper Company and receive a dividend comprising its share of the surplus over and above that flat price at which the General Paper Company might sell the  
35 product?

8. The court erred in directing said Harmon to answer the question: Did not each mill making the General Paper Company its selling agent receive from the General Paper Company a fixed price for its product—a price equal to all of the mills manufacturing the grade of paper in question, and subsequently receive a proportion of all that might be realized by the General Paper Company through the sale of that paper above that price?

9. The court erred in directing said Harmon to answer the question: Was not all of the balance realized above a fixed price for paper distributed among the mills in the General Paper Company in the proportion to their output?

10. The court erred in directing said Harmon to answer the question: Did not the General Paper Company take from the constituent mills the paper manufactured by them at a fixed or stated price and then was not the balance realized above that price through the sale of the paper distributed among the constituent mills in proportion to their output so as to equalize the prices as among the constituent mills?

11. The court erred in directing said Harmon to answer the question: By the term "constituent mills" I refer to mills which have made General Paper Company their exclusive selling agent. Taking the term in that sense, I repeat the question.

12. The court erred in directing said Harmon to answer the question: I ask you the same question as the last question with particular reference to news print paper.

3. The court erred in directing said Harmon to answer the question: Was not the news print paper manufactured by the Grand Rapids Pulp & Paper Company sold through the General Paper Company or to the General Paper Company at a fixed or stated price per hundred pounds?

36 14. The court erred in directing said Harmon to answer the question: State whether or not the General Paper Company did not take the news print paper manufactured by the Grand Rapids Pulp & Paper Company at a fixed and stated price.

15. The court erred in directing said Harmon to answer the question: Did not the General Paper Company take the news print paper manufactured by the mills of which it was the exclusive selling agent at a fixed and stated price?

16. The court erred in directing said Harmon to answer the question: Did not the General Paper Company take news print paper manufactured by the mills of which it was the exclusive selling agent at a stated price and was not the balance realized from the sale of such paper over and above that stated price divided among those mills making news print paper in proportion to their output so as to equalize the price among such mills?

17. The court erred in directing said Harmon to answer the question: I ask you that question with particular reference to the year 1900?

18. The court erred in directing said Harmon to answer the same question with reference to the years 1901, 1902, 1903, 1904 and 1905.

19. The court erred in directing said Harmon to answer the question: Do the books of the Grand Rapids Pulp & Paper Company show whether or not the paper, both hanging and news print, manufactured by that company was disposed of through the General Paper Company at a fixed or stated price?

20. The court erred in directing said Harmon to answer the question: Do the books of the Grand Rapids Pulp & Paper Company show or give any information as to whether or not the Grand Rapids Pulp & Paper Company received from or through the General Paper Company, either directly or indirectly, any credit representing a proportion received by the Grand Rapids Pulp & Paper

37 Company of the balance realized over and above a fixed and stated price for paper manufactured by that company?

21. The court erred in directing said Harmon to answer the question: State whether or not there was any arrangement or understanding among the mills manufacturing hanging paper or among those mills and the General Paper Company whereby the prices which each mill should receive for hanging paper were equalized.

22. The court erred in directing said Harmon to answer the question: I ask you the same question with reference particularly to news print paper.

23. The court erred in directing said Harmon to produce every order secured by the General Paper Company and filled by the Centralia Pulp & Water-Power Company and the acceptance thereof by the latter company so that the same could be submitted to the inspection of counsel for the United States and put in evidence by him.

24. The court erred in directing said Harmon to state whether he had given all the excuses he desired to give for not answering the question whether he would produce the orders just referred to before the examiner so that counsel for the United States might put them in evidence.

25. The court erred in directing said Harmon to appear before Robert S. Taylor, special examiner in the above entitled action, and answer each and every of the questions put to him by the counsel for said complainant as set forth in the petition in the above entitled matter and in the schedule thereunto annexed.

26. The court erred in directing said Harmon to produce before said examiner the papers, orders and acceptances requested by counsel for said complainant as set forth in said petition and schedule for the purposes of his examination in said cause and for use in evidence by the complainant in said examination.

38 27. The court erred in ordering that said complainant's counsel shall have the right to inspect the said papers, orders and acceptances.

28. The court erred in ordering that said complainant's counsel shall have the right to introduce the said papers, orders and acceptances and any of them in evidence in said cause.

Wherefore said E. T. Harmon and said General Paper Company pray that the order and decree of said circuit court of the United States for the eastern district of Wisconsin in the above matter, for the errors aforesaid and for other errors in the record and proceeding in said matter and in the order and decree aforesaid, may be reversed and that said court may be directed to enter a decree dismissing the petition in said matter.

WINKLER, FLANDERS, SMITH, BOTTUM &  
FAWSETT AND  
DE FREES, BRACE & RITTER,

Solicitors for said E. T. Harmon and  
said General Paper Company.

JAMES G. FLANDERS, Of Counsel.

38½ [Endorsed:] Circuit court of the United States, eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Company et al., defendants. Assignment of errors by E. T. Harmon and General Paper Company. Winkler, Flanders, Smith, Bottum & Fawsett, attorneys at law, Milwaukee, Wis. Telephone main 78. Filed August 3, 1905. Edw. Kurtz clerk.

39 August 3, 1905.—Petition of E. T. Harmon and General Paper Company for appeal filed as follows:—

In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
 vs.  
 GENERAL PAPER COMPANY ET AL., Defendants. }

In the Matter of the Petition of THE UNITED STATES OF AMERICA for an order directing E. T. Harmon to answer certain questions, comply with certain requests, and produce certain papers, orders, and acceptances for inspection by counsel for the petitioner and for the purpose of being offered in evidence upon an examination now pending in said district.

Now come E. T. Harmon and General Paper Company and pray for the allowance of an appeal to the Supreme Court of the United States from the final order and decree of said circuit court heretofore made and filed in said matter and that a transcript of the records, proceedings and papers upon which said final order and decree was made, duly authenticated, may be sent to the Supreme Court of the United States, and that pending said appeal further proceedings under said final order and decree may be stayed by order of this court.

WINKLER, FLANDERS, SMITH, BOTTUM &  
 FAWSETT AND

DE FREES, BRACE & RITTER,

Solicitors for said E. T. Harmon and  
 General Paper Company.

JAMES G. FLANDERS, Of Counsel.

39½ [Endorsed:] Circuit court of the United States, eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Company *et al.*, defendants. Petition for allowance of appeal by E. T. Harmon and General Paper Company. Winkler, Flanders, Smith, Bottum & Fawsett, attorneys at law, Milwaukee, Wis. Telephone main 78. Filed August 3, 1905. Edw. Kurtz clerk.

40 August 3, 1905.—Bond for cost on appeal of E. T. Harmon and General Paper Company filed as follows:

In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
 vs.  
 GENERAL PAPER COMPANY ET AL., Defendants. }

In the Matter of the Petition of THE UNITED STATES OF AMERICA for an order directing E. T. Harmon to answer certain questions, comply with certain requests, and produce certain papers, orders, and acceptances for inspection by counsel for the petitioner and for the purpose of being offered in evidence upon an examination now pending in said district.

Know all men by these presents, that we, E. T. Harmon and General Paper Company as principals and the United States Fidelity & Guaranty Company of Baltimore, Maryland, a corporation duly created, organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto the United States of America in the sum of one thousand dollars (\$1000.00) to be paid to the United States of America, to which payment well and truly to be made we bind ourselves and our heirs, executors, administrators and successors jointly and severally by these presents.

Sealed with our seals and dated this second day of August, A. D. 1905.

Whereas the said E. T. Harmon and General Paper Company have taken and prosecuted their appeal to the Supreme Court of the United States to reverse the final order and decree heretofore made and filed in the above entitled matter by said circuit court of the United States for the eastern district of Wisconsin.

Now, therefore, the condition of this obligation is such that if the above named E. T. Harmon and General Paper Company shall prosecute their appeal to effect and answer all costs and damages that may be adjudged or awarded against them if they shall fail to make good their plea, then this obligation to be void; otherwise to remain in full force and virtue.

E. T. HARMON, [SEAL.]  
 By JAS. G. FLANDERS, His Attorney.

Signed, sealed and delivered in presence of  
 CHARLES E. MONROE.

GENERAL PAPER COMPANY, [SEAL.]  
 By LEWIS M. ALEXANDER, Secretary.

Signed, sealed and delivered in presence of  
 CHARLES E. MONROE.  
 GEO. F. DOVE.

THE UNITED STATES FIDELITY &  
 GUARANTY CO., [CORPORATE SEAL.]  
 By STEPHEN H. HOFF, Its Att'y in Fact.



The above and foregoing bond is hereby approved.

WM. H. SEAMAN,  
Circuit Judge.

41½ [Endorsed:] Circuit court of the United States, eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Company *et al.*, defendants. Bond on appeal of E. T. Harmon and General Paper Company. Winkler, Flanders, Smith, Bottum & Fawcett, attorneys at law, Milwaukee, Wis. Telephone main 78. Filed August 3, 1905. Edw. Kurtz, clerk.

42 Order Allowing Appeal.

In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
vs. }  
GENERAL PAPER COMPANY ET AL., Defendant. }

In the Matter of the Petition of THE UNITED STATES OF AMERICA for an order directing E. T. Harmon to answer certain questions, comply with certain requests, and produce certain papers, orders, and acceptances for inspection by counsel for the petitioner and for the purpose of being offered in evidence upon an examination now pending in said district.

The above named E. T. Harmon and General Paper Company having prayed for the allowance of an appeal to the Supreme Court of the United States from the final order and decree of this court heretofore made and filed in the above entitled matter, and that pending said appeal further proceedings under said decree may be stayed by the order of this court; and said E. T. Harmon and General Paper Company having filed a bond with surety satisfactory to this court in the penalty of one thousand dollars (\$1000.00) conditioned on the prosecution of said appeal to effect by said E. T. Harmon and said General Paper Company, and to answer all damages and costs if said appellants fail to make said appeal good:

It is now therefore ordered that said appeal of said E. T. Harmon and said General Paper Company be, and the same is, hereby allowed; that said bond be, and the same is, hereby approved, and that further proceedings under said final order and decree be, and the same are, hereby stayed pending said appeal.

WM. H. SEAMAN,  
Circuit Judge.

Dated August 3rd, 1905.



42} [Endorsed:] Circuit court of the United States eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Company, defendants. Order allowing appeal of General Paper Company and E. T. Harmon, and staying proceedings. Winkler, Flanders, Smith, Bottum & Fawsett, attorneys at law, Milwaukee, Wis. Telephone main 78. Filed August 3, 1905. Edw. Kurtz, clerk.

43 Order Allowing Answers to be Filed as of July 8, 1905.

In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
 vs.  
 GENERAL PAPER COMPANY ET AL., Defendants. }

It is hereby ordered and directed that the answer of General Paper Company, verified on the 7th day of July, 1905, and the answer of E. T. Harmon, verified on the 27th day of July, 1905, in the above entitled matter, may be filed as of the 8th day of July, 1905.

Dated August 3rd, 1905.

WM. H. SEAMAN,  
 Circuit Judge.

43} [Endorsed:] Circuit court of the United States, eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Co., et al., defendants. Order. Matter of E. T. Harmon. Filed August 3, 1905 Edw. Kurtz clerk.

44 August 12, 1905.—Stipulation of the parties to make the testimony on the appeals of the General Paper Company and others part of the record on this appeal, filed as follows:—

#### Stipulation.

In the Circuit Court of the United States for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
 vs.  
 GENERAL PAPER COMPANY ET ALS., Defendants. }

In the Matter of the Appeal of E. T. HARMON and THE GENERAL PAPER COMPANY from the Order of the Above Court Directing the said Witness, E. T. Harmon, to Answer Questions.

It is hereby stipulated and agreed that, in certifying the record in the above matter to the Supreme Court of the United States, the

clerk may, in his certificate, refer to the testimony and exhibits embodied in the record certified by him to the Supreme Court of the United States in the appeals of the General Paper Company, L. M. Alexander, W. Z. Stuart and George A. Whiting, from the order directing said Alexander, Stuart and Whiting to answer questions, and, by such reference, make the said testimony and exhibits in said other appeals a part of the record in this appeal, it being understood that the said testimony and exhibits shall be considered on this appeal in the same manner as if embodied in the record herein.

FRANK B. KELLOGG,

JAMES M. BECK, &

DAVIS, KELLOGG & SEVERANCE,

Solicitors for Complainant, The United States of America.

WINKLER, FLANDERS, SMITH,

BOTTUM & FAWSETT AND

DE FREES, BRACE & RITTER,

Solicitors for General Paper Company and E. T. Harmon.

45 James G. Flanders, Volume II.

Mr. Flanders.

In the Circuit Court of the United States for the District of Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Petitioner, }

vs.

GENERAL PAPER COMPANY ET AL., Defendants. }

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Direct examination.....

Cross examination.....

Re-direct examination.....

Re-cross examination.....

ROBERT S. TAYLOR,

Special Examiner.

46 June 7, 1905.—By consent of all parties the hearing before the examiner was adjourned until Thursday, June 15, 1905.

By consent of all parties the hearing before the examiner was further adjourned until June 21, 1905.

By consent of all parties the hearing before the examiner was further adjourned until June 26, 1905.

MILWAUKEE, WISCONSIN, June 26, 1905.

At 10:15 a. m. the hearing was resumed before the examiner, at room 314 Federal building.

Present: The special examiner; on behalf of the petitioner, Mr. Robert E. Olds; on behalf of the defendants Mr. James G. Flanders and Mr. William Brace.

L. T. BOYD, being duly sworn as a witness on behalf of the petitioner, testified as follows:

Direct examination.

Examined by Mr. OLDS:

Q. What is your business, Mr. Boyd?

A. Publisher of the Milwaukee Journal.

Q. That is a daily paper, published in this city?

A. Yes sir.

Q. How long have you been the publisher of the Milwaukee Journal?

A. Since 1890.

Q. Have you taken part in the active management of that newspaper?

A. Yes sir.

Q. In what capacity?

A. As publisher and business manager.

Q. Have you had charge of the purchase of news print paper used by the Milwaukee Journal during that time?

A. Yes sir.

47 Q. You have made the contracts yourself for the purchase of such paper?

A. I have.

Q. About how much news print paper has the Milwaukee Journal used annually, that is, in general terms?

A. It has varied with the growth of the paper.

Q. About how much paper is used at present?

A. About 1000 tons a year.

Q. Have you used that amount for the last six or seven years?

A. No, not that amount; probably from 700 to 1000 tons a year.

Q. Prior to 1900 where did you purchase your paper?

Mr. FLANDERS: That is objected to as irrelevant, incompetent and immaterial.

A. From various mills.

Q. Located where?

Same objection by defendants.

A. In the State of Wisconsin.

Q. Can you name some of them?

A. Philmany Paper Company the Grand Rapids Pulp and Paper

Company, the Badger Paper Company, the Nekoosa Paper Company ; those are the principal ones.

Q. You were accustomed to buy this paper from different mills in the State of Wisconsin prior to the year 1900 ?

A. Yes.

Q. Did any other mills than those you have mentioned bid for your contract ?

Same objection by defendants.

A. It was a rare exception when we got any outside offers at all.

Q. I say other mills in Wisconsin other than those you have mentioned ; did they ever bid for your contract ? You have  
48 mentioned three or four.

A. We may have had offers in that time, but if we had we were either tied up to contracts or prices or prices were not attractive.

Q. About how long do you make contracts for ?

Same objection by defendants.

A. By the year, as a rule.

Q. By the time your contracts expired was it customary or not for Wisconsin mills to bid for your contract ?

Same objection by defendants.

A. It was.

Q. Was that bidding or competition active and strong, or otherwise ?

Objected to by defendants for the same reasons, and as leading and calling for the opinion of the witness.

A. It was earnest competition.

Mr. FLANDERS : I move to strike that answer out for the same reasons.

Q. What form did that competition take ? Did they solicit your trade, or did they come and call on you ? How was it done ?

Mr. FLANDERS : Objected to for all the reasons specified and as leading.

A. Representatives of the mills usually visited the office.

Q. What company or what mill was supplying your paper in the year 1899 ?

Same objection by defendants.

A. The Nekoosa Paper Company.

Q. And did you have a regular contract with that company ?

A. We had.

Q. Beginning when ?

A. That contract began in December, 1898.

Q. And ran how long?

49 A. It ran for one year, I think—the first contract.

Q. Have you that contract here?

A. I have.

Q. Will you produce it?

The contract is produced by the witness, and the same is marked "Petitioner's Exhibit 139."

Q. Is paper marked "Petitioner's Exhibit 129" the contract of which you speak?

A. That is the contract.

Q. I notice across the face of this paper something is written which purports to be a renewal. That is not the original contract; that has nothing to do with the original contract, has it?

A. No, that is a supplementary contract.

Q. And when was that written on the face of the original contract?

A. I think in August, 1900.

Q. And it was by way of renewal (as it purports to be) of the original contract, with certain variations in the terms.

A. Yes.

Q. And the original contract was entered into between the Journal and the Nekoosa Paper Company by T. E. Nash, its president?

A. It was.

Q. And the renewal written across the face of it, in August, 1900, was entered into by the same party, was it?

A. Yes, Mr. Nash.

Petitioner offers in evidence Petitioner's Exhibit 139.

Objected to by defendants as irrelevant, incompetent and immaterial.

Q. I notice the price per hundred pounds mentioned in this contract is \$1.70. How does that compare with the price per one hundred pounds which you paid on any other contracts in the period prior to 1900, limiting your answer from 1895 down to  
50 1900?

Same objection by defendants.

A. Very much higher.

Q. How did the price usually run, do you remember?

A. It ran from \$1.52 up to \$1.75.

Q. So that the price made in the contract Petitioner's Exhibit 139, is higher than the price which you usually paid prior to 1900?

Same objection by defendants, and also as leading.

A. That is about the average; possibly a little higher.

Q. Did you usually obtain a discount of three per cent. for cash on these contracts made prior to 1900? A.

Objected to by defendants for the same reasons, as leading and on the ground that the contracts themselves are the best evidence.

A. Usually provided for in the contract.

Q. Q. What provision, if any, was made in the contracts prior to 1900 with respect to the return of waste paper?

Objected to by defendants as irrelevant, incompetent, immaterial and upon the further ground that the contracts are the best evidence.

A. We were allowed to return waste, as it was called.

Q. At what price?

Same objection by defendants.

S. The contract price.

Q. And were these prices that you got prior to 1900 prices at the mill, or at Milwaukee, or delivered at your place of business.

A. Our place of business, usually termed sidewalk.

Q. Sidewalk delivery? And how did the paper run prior to 1900 with respect to weight?

Objected to by defendants as irrelevant, incompetent and  
51 immaterial.

A. Our weight was always required to be lighter than the weight specified in the present contract.

Q. What was the weight, Mr. Boyd, that you usually required and secured prior to 1900?

Same objection by defendants, and on the further ground that the contract is the best evidence.

A. Ranging from 110 pounds to 120 pounds at the outside.

Mr. FLANDERS: 110 pounds to 120 pounds what?

WITNESS: That means a thousand.

Q. You mean a thousand sheets?

A. Yes, sir.

Q. Sheets of the Journal as it is printed, or how?

A. No; that is the term applied in the paper business. Supposed to be flat sheets.

Q. Can you give the size of each sheet?

A. Our size is 24 by 36 inches.

Q. And your weight was then 110 to 120 pounds—

A. Yes, per thousand sheets.

Q. —per thousand of those sheets.

A. Yes.

Q. The contract which you made with the Nekoosa Paper Company, in August 1899, ran until August 1900, when it was renewed in accordance with this endorsement written across its face; is that right?

A. Yes.

Q. Did you have any negotiations with Mr. Nash, the president of the Nekoosa Paper Company, prior to the renewal of that contract in August, 1900, and prior to the organization of the General Paper Company in May, 1900?

A. I did.

Q. When?

A. I can't remember the exact date, but it was sometime prior to it.

52 Q. Sometime in the spring of 1900?

A. Yes.

Q. Where was it that conversation took place?

A. In my office.

Q. State what was said.

Objected to as irrelevant, incompetent, immaterial and no proper foundation laid.

A. The question was taken up of our renewal, and I tried to have Mr. Nash remember the practical verbal agreement we had at the time we gave him our first contract; that he was to take good care of us in the future, and that I had theretofore had a proposition for a five year contract at a price slightly higher than \$1.70, and which I considered a good business deal to close, and which Mr. Nash, seemingly, had forgotten the details of; and he declined to even extend the contract for another year at the price which we had paid him during the lifetime of our contract.

Mr. FLANDERS: I move to strike that out for all the reasons that have been stated.

Q. You speak of this offer for a long time contract, five year contract; that was made prior to the making of the original contract?

A. Prior to the summer of 1899, the time of our first contract with the Nekoosa Paper Company.

Q. Now, in this conversation that you had with Mr. Nash in the spring of 1900, did he refuse to renew this contract on its old terms?

Objected to by defendants for all the reasons stated and as leading and suggestive.

A. He refused to renew that contract, and also desired not to make a contract direct, preferring to make it with the General Paper Company.

53 Q. The General Paper Company had not been organized at that time.

A. Well, through a selling agency. He did not want to make it direct, as I understood him.

Q. Do you remember anywhere near exactly the time this conversation took place in the spring of 1900?

A. No, I can't remember the exact date of it.

Q. How long prior to the month of May was it?

A. I can't remember just what time it was; sometime prior to



this. I was wrong regarding that point about Mr. Nash not wishing to make that contract at that time. That was later on. I misspoke myself there a little.

Q. What was the result of the negotiations at that time?

Same objection by defendants.

A. This is the renewal of the first contracts you are now on?

Q. Yes.

Defendants enter all the objections heretofore stated.

Q. We are talking about the conversation you had with Mr. Nash, some time in the spring of 1900, before the General Paper Company was organized. You said you had a conversation with him about that time. Mr. Nash, you say, was in your office and you took up the question of what was to be done when this contract expired, or took up some question of the renewal of it.

A. Yes.

Q. Now what took place at that time?

A. I tried to get Mr. Nash then to give me a long-term contract, and he declined to do it, said he couldn't do it, and that the price would have to be increased; and it finally resulted in our accepting the contract as endorsed on the original contract.

Q. You say the acceptance of the renewal took place in August 1900?

A. Yes.

Q. At a later conference.

A. At a later conference.

54 Q. Between those two conferences had you had any talk with Mr. Nash on the subject?

— I can't recall whether we had or not. I think I saw Mr. Nash several times, though. I can't remember the details of it.

Q. When did you first hear of the organization of the General Paper Company?

Objected to by defendants as incompetent, irrelevant and immaterial.

A. I can't state offhand, but I think I received a circular that was sent out. Some circular was received. There was current talk that such a thing was a possibility.

Mr. FLANDERS: I move to strike out the latter part of the answer as not responsive to the question, irrelevant, incompetent and immaterial.

Q. I show you Petitioner's Exhibit 101. Is that the circular (or one like it) that you received?

A. To the best of my recollection that is the same circular that I saw.

Q. That was sent to you about the time it bears date, July 5, 1900?

A. I think so, yes sir.

Q. Was that the first announcement you received of the General Paper Company?

A. That is my recollection of it, yes.

Mr. FLANDERS: I wish to renew, with some emphasis, my objection to the counsel leading this witness, and insist that he shall refrain from putting leading questions.

Q. Did Mr. Nash ever say anything to you about his company going into the General Paper Company?

A. Yes sir.

Q. When?

A. After we made that contract.

Q. That renewal contract?

A. Yes.

Q. Or the original contract?

A. Let me see about the dates on there. (Referring to paper.) I think it was the renewal.

Q. Was it before you made the renewal contract, or afterwards?

55 Mr. FLANDERS: Wait a minute. Now I object to that as irrelevant, incompetent and immaterial, and for the reason that the counsel persistently puts in the mouth of the witness the answer that he desires. It is leading and suggestive.

A. My recollection is it must have been after it.

Q. What did Mr. Nash say on the subject.

Objected to by defendants as incompetent, irrelevant and immaterial.

A. Mr. Nash wanted us to have all our bills and everything go through the General Paper Company, to deal with them direct, and he claimed that we would receive the same treatment through them that we would direct, and we declined to do it.

Q. Is that all that was said?

A. He gave a general outline of what they proposed to do.

Q. Well, what was it?

A. To have an agency take charge of their output.

Q. Did he speak entirely of his own mill at that time?

Objected to by defendants as leading.

A. He spoke about the general organization, outlined it.

Q. Well, be a little more definite, Mr. Boyd. I don't quite understand. You say he said something about what they proposed to do, and spoke about a general organization. I don't know what you mean.

A. As he termed it, have a general selling agency.

Q. For whom?

A. For the papers of the State.

Q. For the paper mills of the State?

A. Yes.

Q. Did he mention any other mills that were in this general selling agency?

Objected to as leading.

A. I think he did; I think he mentioned several papers in the State.

56 Mr. FLANDERS: Several papers?

WITNESS: Paper companies.

Q. What did he say they were going to do?

A. Well, he said they were going to——

Q. What was this general organization?

A. He said they were going to have a general organization as sales agency to take charge of the output of the mills.

Q. When you came to renew your contract in the summer of 1900 did you have any bids from any of these other Wisconsin mills besides the Nekoosa Paper Company?

Objected to by defendants as irrelevant and incompetent.

Q. Did the Nekoosa Paper Company come voluntarily and make a bid?

Objected to by defendants for the same reasons and as leading.

Q. My recollection is that it was through conversation I had with Mr. Nash, that our contract was about expiring, that we would have to take up the matter soon. I met him, I think, one day in the Pfister hotel.

Q. Is this the first conversation you are talking about, prior to the organization of the General Paper Company?

A. No, this is in regard to taking up the possibility of another contract.

Q. That is, another conversation, is it?

A. That is another conversation.

Q. Did that take place prior to this one you have spoken of before or not?

Objected to by defendants for all the reasons stated and as leading.

A. Well, I can't tell about those dates. The chances are that it must have been before that. The contract was in 1900.

Q. What was said and done?

57 A. He said he would be pleased to take the matter up again.

Q. Did you do it at that time?

A. Not at that time. He came to my office afterwards.

Q. Did you have any bid from any other source at all, in 1900,

for your contract, aside from this bid by the Nekooma Paper Company when you made the renewal.

Objected to by defendants for the reasons stated and as leading.

A. No sir.

Q. Did you try to get bids anywhere?

Same objection by defendants.

A. I did. I tried to negotiate.

Q. With whom?

Same objection by defendants.

A. With Mr. Brocklebank, of Chicago.

Q. Anybody else?

A. With the Great Northern Paper Company.

Q. Anybody else?

A. Well, I can't recollect whether I had negotiations with any other Wisconsin mills. The chances are I did not.

Q. You stated that in one of your conversations with Mr. Nash he said that he would not be able to deal directly with you and that they were organizing this General Paper Company, and that their business would be done through the General Paper Company.

Mr. FLANDERS: Wait just a moment. That is objected to.

Mr. OLDS: I have not finished my question.

Mr. FLANDERS: Well, I know, but I object to it. It is objected to as assuming something to have been testified to by the witness which the record shows he has not yet testified to.

Q. Now Mr. Boyd, Mr. Nash did deal with you directly in the summer of 1900, when this contract was renewed, did he not?

Mr. FLANDERS: That is objected to for the reason that it assumes something to have been testified to by the witness which the record shows he has not given in evidence and is irrelevant and immaterial.

A. He did.

Q. Was anybody present when this contract was renewed in August 1900, besides Mr. Nash and yourself?

A. My recollection is that there was somebody—I think from his mill—but I have forgotten his name.

Q. You don't remember who that was.

A. My impression is (in fact, I am certain)—there was somebody with him in the office.

Q. Did the General Paper Company have anything to do with the renewal of that contract?

Objected to by defendants as irrelevant, incompetent and immaterial.

A. No sir; Mr. Nash renewed that contract himself.

Q. I show you Petitioner's Exhibit 140. Is that a letter received by you from the General Paper Company about July 16, 1900?

A. It is, yes.

Q. Did that relate to the renewal of this contract with the Nekoosa Paper Company, which was then about to expire?

Mr. FLANDERS: That is objected to for the same reason, and for the further reason that the letter is the best evidence as to what it relates to.

A. Yes sir.

Petitioner offers in evidence Petitioner's Exhibit 140.

Objected to by defendants as irrelevant, incompetent and immaterial.

Q. Pursuant to this letter, Petitioner's Exhibit 140, did the  
59 did the General Paper Company take up with you the question of renewal of your contract with the Nekoosa Paper Company?

A. It did.

Q. Through whom?

A. Through the Chicago office, Mr. French.

Q. Did Mr. French come to see you?

A. No.

Q. Write you about it further?

A. Wrote me about it.

Q. Did you take the subject up with them?

A. I declined to negotiate or to deal with the General Paper Company.

Q. You declined to deal with the General Paper Company?

Mr. FLANDERS: Was that declination verbal or in writing?

WITNESS: In writing, I think.

Mr. FLANDERS: I move to strike the answer out on the ground that the letter is the best evidence.

Q. Have you the letter, Mr. Boyd?

A. I must have a copy of the letter at the office.

Q. Will you produce it this afternoon?

A. I will try to do so if I can find it conveniently.

Q. Was the letter of which you speak (the letter which you wrote declining to deal with the General Paper Company), written in reply to the letter Petitioner's Exhibit 140?

Objected to by defendants as irrelevant, incompetent, incompetent and leading?

A. It must have been.

Q. Shortly after the receipt of this letter of July 16th?

Same objection by defendants.

A. I think so, yes sir.

Q. And before you made this renewal, in August 1900, with Mr. Nash?

Same objection by defendants; also on the ground that the letter is the best evidence.

A. It was.

60 Q. Did any agent of the General Paper Company come to see you and have any talk with you about the renewal of the Nekoosa contract in the summer of 1900?

A. I believe not, unless it was an agent of the General Paper Company who was with Mr. Nash. I was trying to recollect whether it was or not; I am not sure.

Q. You don't recollect who that was?

A. I am not sure. My impression was it might have been.

Q. Did Mr. Nash make any objection to dealing with you directly instead of through the General Paper Company?

Same objection by defendants, and as leading.

A. He preferred to have us deal with the General Paper Company.

Q. Well, did he express that preference in any conversation that you had with him?

Same objection by defendants, and as leading.

A. Yes sir, he did.

Q. What did you say to him?

A. We declined to do it.

Q. What did you tell him?

A. I told him I thought we were entitled to deal with him and to receive the treatment that he had promised us when we went to him originally; that he would take care of us fairly, and we didn't care to deal with the new organization, on the general ground that we preferred to deal with the private mill if we could rather than with the organization as generally outlined.

Q. Since the organization of the General Paper Company in the spring of 1900, have you ever received any bids for your contract from any of these Wisconsin mills that you formerly dealt with?

Objected to by defendants as incompetent, irrelevant and immaterial.

A. No sir.

60½ Q. Have you tried to get bids from them?

A. It has been pretty generally understood that it was not possible to get bids and no use trying it.

MR. FLANDERS: I move to strike that out as not responsive to the question, irrelevant, incompetent and immaterial.

Q. Have any of their agents been to see you?

Objected to by defendants as irrelevant, incompetent and immaterial.

A. No.

Q. Now, did you continue to deal directly with the Nekoosa Paper Company under this renewed contract that you entered into in August 1900?

Objected to by defendants for the same reasons and as leading.

A. No, we did not.

Q. Whom did you deal with?

A. The General Paper Company.

Q. Where did the paper come from?

Objected to by defendants as incompetent, irrelevant and immaterial.

A. It came from the Nekoosa mill but was billed by the General Paper Company and we remitted to the General Paper Company.

Q. During the whole period of the contract?

A. No. We started remitting direct to the mill, and after some continuation of that we found it was useless to do it, the bills kept coming from the General Paper Company, so we remitted direct to the General Paper Company.

Q. This renewed contract made in August 1900 was subject to a decline in the market, and again to advance if the market went up. Was there any regulation of price under that term of the contract during its continuance?

Objected to by defendants as irrelevant and immaterial.

61 A. I didn't understand that.

Q. Was there any regulation of the contract during the term of the contract?

A. No.

Q. Did the price remain the same?

A. The price remained the same.

Q. No reduction or advance?

A. Yes, there was. You mean, that is the second contract.

Q. Yes, under the renewed contract.

A. Yes, there was a decline in August 1901.

Q. State how much it was.

A. It declined to \$2.05.

Q. Was there any further alteration of the price under that contract?

A. None.

Q. Was that regulation of the price brought about through negotiations with the Nekoosa Paper Company or with the General Paper Company?

Objected to by defendants as irrelevant, immaterial and leading.



A. Oh, that was a voluntary act on the part of the company.

Q. Of which company—the Nekoosa Paper Company or the General Paper Company?

A. The General Paper Company.

Q. That is, the general market price went down to \$2.05, and they reduced it, is that right?

Objected to by defendants as irrelevant and immaterial.

A. So we were informed, yes.

Q. I call your attention to Petitioner's Exhibit 141. Is that a letter received by you from the General Paper Company with relation to this reduction in price?

A. It is.

Q. That is the reduction you have been speaking of?

A. Yes.

Petitioner offered in evidence Petitioner's Exhibit 141.

No objection.

62 Q. Was this contract, with the negotiation which ran until January 1902, further renewed with that company?

A. It was not.

Q. Did you attempt to renew it with the Nekoosa Paper Company?

Objected to by defendants as irrelevant, incompetent, immaterial and leading.

A. We did not.

Q. Did that company or any of its representatives offer to renew it or attempts to negotiate with you on the subject?

Same objection by defendants.

A. No sir.

Q. Did you receive any bids from any of the Wisconsin mills the General Paper Company for your contract at that time?

Same objection by defendants.

A. We did not.

Q. Did you get any bids from any source at that time for your contract?

Same objection by defendants.

Q. I mean at or about the time of the expiration of the renewed contract in January, 1902?

A. Yes, we did.

Q. From whom?

A. From Mr. Bouer, of Milwaukee, a broker.

Q. Did you have any negotiations with the General Paper Company at that time?

A. We had.

Q. Did its representatives call upon you?

A. They did.

Q. Who called?

A. Mr. Mendsen, their regular man.

Q. E. B. Mendsen?

A. I think that is his name.

Q. When did he come to see you, if you remember?

A. Why, I don't know as I could tell the date; it must have been pretty near the end of the contract.

Q. Along in December, 1901?

A. December, 1901, I should think.

Q. Did you discuss the subject of making a new contract with Mr. Mendsen?

A. Yes, we talked over the outlook.

Q. What was said?

A. Why he told me in a general way what the tendency of the cost of print paper was and about what the price would be.

Q. Did you make a contract with him?

A. Did not.

Q. Did you talk prices with him?

Mr. FLANDERS: Mr. Olds, why don't you let him finish his answer? You asked him what the conversation was, and you broke right in and stopped him.

Mr. OLDS: If the witness wants to state it I have no objection.

Mr. FLANDERS: When he starts to make an answer I wish him to finish it.

Mr. OLDS: You can ask him about that, if you want to.

Mr. FLANDERS: No, I am not obliged to. I am entitled to the answer.

WITNESS: He told me about what the cost would be of print paper, and told us what we would have to pay.

Q. What did he tell you you would have to pay?

A. About \$2.30. I told him that that was almost prohibitive, couldn't stand for it, and he came down then; said it would be about \$2.25 and got down to \$2.20.

Q. Got down to \$2.20, did he?

A. Yes.

Q. Was this all in one conversation that you had with him?

Objected to by defendants as incompetent, irrelevant, immaterial and leading.

A. To the best of my recollection we had with him.

Q. That was the first conversation you had with him?

A. Yes. I don't know as he went to \$2.20 at that time. My recollection is that he went down to \$2.25 at that time.

Q. Did you have more than one conversation with him?

A. Yes, I had a conversation with him later on, about the time the contract expired.

Q. And what was said at that conversation?

A. Well, he took up the subject again and started in on the price; I think he started it at \$2.25, where he had left off, and then went to \$2.20. I think then he stated that he couldn't do anything more until he talked with Mr. Stuart, in Chicago, and he went out; and after a while he said he had talked with him and said he couldn't do any better, and he thought he would prefer to have Mr. Stuart take the matter up personally.

Q. Did that close your negotiations?

A. That closed our interview.

Q. Did Mr. Stuart take it up with you subsequently?

A. Yes, sir, he did.

Q. How long after?

A. It was some little time after that. A short time.

Q. Was it in December, 1901, or January 1902, or when?

A. I think it was in January.

Q. In Chicago or in Milwaukee?

A. In Milwaukee.

Q. Where?

A. At my office.

Q. State as nearly as you can remember the conversation with Mr. Stuart on that subject.

A. Mr. Stuart came into my office in the afternoon. We talked the matter over. He started at a price of \$2.20, telling me why it had to be that and the reason for it, that prices were going up, and cost and everything was higher, and that it would have to be that; but he said he wanted our order, and made us a special proposition, a price of \$2.10, and I declined to accept it. We kept up the  
65 conversation pretty nearly all the afternoon, and the price ran down from that to two cents.

Q. You mean \$2.00 a hundred?

A. Yes, \$2.00. And I finally told him I would close with him at \$1.95, and he said he couldn't do it, it was out of the question. Well, I said, "Think it over during the night." (He said he wasn't going out until the next morning.) I said, "If you conclude to do that we can close up." And I had practically almost gotten to the closing point with him at two cents before putting this question to him, and we decided then to leave the thing open until the next morning, and that is the way the conversation ended.

Q. Where did Mr. Stuart start in when he started bidding for your contract?

A. It was either at \$2.15 or \$2.20—wherever Mendsen left off, I remember.

Q. Did he give any reason or excuse for coming down to \$2.00?

Objected to by defendants as irrelevant, immaterial and leading.

A. Yes, he said he wanted to right some wrong, imaginary or real, that we thought we had there against the company.

Q. What wrong did he refer to, if any?

Mr. FLANDERS: I object to it, and insist that the witness shall confine himself to what was said by Mr. Stuart and himself.

A. Mr. Stuart seemed to agree with us that we had not been treated—at least we claimed we had not been treated right by Mr. Nash.

Q. Just what did you claim to Mr. Stuart?

66 A. We had claimed to Mr. Nash originally, and then of course it was communicated to Mr. Stuart and revived during our conversation, that Mr. Nash had agreed to treat us practically the same as we had an offer from another concern before we went to Mr. Nash, and we had a long-term offer, and when we closed with Mr. Nash I informed him of that and told him we went to him largely on personal grounds, and he agreed to take care of us; and when it came around to the renewal, instead of taking care of us, we were boosted to \$2.15 from \$1.70, and I thought it was unfair treatment and not warranted by the conditions. That was the unfair treatment that was referred to.

Q. And was that discussed in this conversation you had with Mr. Stuart?

Objected to by defendants for the same reasons and as leading.

A. It was taken up. That was given, among the other reasons of his for reducing the price as he claimed down to two cents.

Q. Did you ever hear from Mr. Stuart about this \$1.95 proposition?

A. I did not.

Q. Did you make a contract with the General Paper Company that year?

A. We did not.

Q. Whom did you contract with?

A. With Mr. Bouer.

Q. Had Mr. Bouer, prior to this conversation with Mr. Stuart, made a bid on your contract?

A. He had.

Q. What was his bid, do you remember?

Objected to by defendants as incompetent and irrelevant.

A. \$2.10.

Q. Did you accept that bid later on?

A. I did.

Q. Did you make any attempt to close with the General Paper Company at the proposition Mr. Stuart had made—\$2.00?

Objected to by defendants as irrelevant, immaterial and leading.

67

A. We did not.

Q. Why not?

9—385

Objected to by defendants as irrelevant, immaterial and leading.

A. Well, we discovered that we were uncertain as to what we were to get, we were in doubt. I had listened to talk all the afternoon, that conditions were going certain ways and reasons for high price and everything, and we became apprised of the fact that they were going just practically the other way.

Mr. FLANDERS: Going lower, you mean?

WITNESS: Yes sir.

Q. Well, what I want to get at Mr. Boyd, is why you closed with Mr. Bouer at \$2.10 when you had an offer of \$2.00 from the General Paper Company at the same time?

A. For the same reason that we preferred to deal with Mr. Bouer rather than to deal with the General Paper Company. Things had been misrepresented to us, and we preferred to encourage anything in the way of competition with the General Paper Company, even at an additional expense.

Mr. FLANDERS: I move to strike out the latter portion of the witness's answer as unsupported by the record, incompetent, irrelevant, immaterial and not responsive to the question.

Q. Did Mr. Bouer represent a competitor of the General Paper Company?

Objected to by defendants as irrelevant, immaterial and leading.

A. I presume he did.

Mr. FLANDERS: I move to strike that out.

Q. Do you know anything about it?

A. Well, he sold that paper made by a competitor.

Q. Who is Mr. Bouer?

68 A. Mr. Bouer is supposed to be a paper broker.

Q. Where?

A. In Milwaukee.

Q. And did you contract directly with Mr. Bouer when you made this contract in January, 1902?

A. We did.

Q. For how long?

A. For one year.

Q. Have you that contract?

A. I have.

Q. Produce it.

Witness produces paper, which is marked Petitioner's Exhibit 142.

Q. Is this paper marked Petitioner's Exhibit 142 the contract of which you speak, Mr. Boyd?

A. It is the contract.

Q. This is the original contract made between you and Mr. Bouer January 25, 1902?

A. Yes, that is the contract.

Q. Did Mr. Bouer hold himself up as representing any particular mill or paper company in making this contract?

Objected to as irrelevant, immaterial and leading.

A. He did.

Q. What mill or company?

A. The Great Northern Paper Company.

Q. Did the paper supplied by Mr. Bouer under this contract come from the Great Northern Paper Company?

A. I presume it did, yes.

Mr. FLANDERS: I move to strike that answer out as irrelevant and immaterial.

Q. Do you know?

A. Yes sir, we think it did.

Mr. FLANDERS: I move to strike that answer out for the same reason.

Q. Did all of it come from the Great Northern Paper Company?

A. Not the last part of it.

Q. What do you mean by the last part of it?

A. The last shipments under that contract.

Petitioner offered Petitioner's Exhibit 142 in evidence.

69 Objected to by defendants as irrelevant, incompetent and immaterial.

Q. Was this contract renewed at the expiration of the year for which it ran?

A. It was not.

Q. How long did you continue to receive paper from Mr. Bouer?

A. Till January, 1904.

Q. A year after the expiration of this contract?

A. Yes.

Q. When you speak of the last shipments not coming from the Great Northern Paper Company, you mean shipments under this contract during the year which it ran, or during the other year, during which you continued to receive paper from Mr. Bouer?

A. The last year we continued to receive paper from Mr. Bouer.

Q. What arrangement, if any, did you have with Mr. Bouer at the expiration of this contract in regard to receiving news print paper?

A. Well, we simply kept on paying bills as long as the price remained the same.

Q. The price remained the same—

A. Yes, up to January, 1904.



Q. And this was allowed to run on just as if there had been a renewal of the contract?

A. Practically, yes.

Q. And during that second year where did the paper come from, if you know?

A. I think from the General Paper Company.

Q. How did you pay your bills?

A. Paid out the bills to Mr. Bouer.

Q. As before?

A. Yes.

Q. How do you know the paper came from the General Paper Company?

A. From the marking on it.

Q. The marking on the rolls?

A. Yes.

Q. Was that true during this entire second year you were dealing with Mr. Bouer?

70 A. I don't recollect the entire time, whether it ran exactly the year or not, but it was part of the time, that is, part of the second year.

Q. Did Mr. Bouer have any negotiations with you in regard to the renewal of the contract, Petitioner's Exhibit 142.

A. No. I attempted to renew it with him in 1902, make renewal contract. 1904, I mean.

Q. I am talking about 1903 now.

A. No. Our contract there was for a certain stipulated amount of paper. That ran over a year, and we were not particular in regard to notifying him at the end of the 1000 tons (whatever the contract was), and I guess he felt the same way, and the thing drifted along.

Q. The thing drifted along without any arrangements for renewal at all?

A. Yes.

Q. Until January 1904?

A. Yes.

Q. And during the second year, that is, during the year 1903, if I understand you correctly, the paper came from the General Paper Company?

A. Yes.

Q. Do you know what mill it came from?

A. No sir. I can't tell you the mill now.

Q. In January, 1904, what did you do?

A. I negotiated with Mr. Bouer then.

Q. Negotiated with Mr. Bouer?

A. Yes.

Q. Did you negotiate a contract with him?

A. Yes.

Q. Have it signed?

A. Yes.

Q. Did it go into effect ?

A. Did not.

Q. Have you that contract ?

A. I have.

Q. Is paper marked Petitioner's Exhibit 143, the contract you speak of as having made with Mr. Bouer in the early part of 1904 ?

A. Yes.

Q. Whom did Mr. Bouer represent in these negotiations, if you know ?

70½ Objected to by defendants as irrelevant, incompetent, immaterial and calling for the opinion of the witness.

A. The General Paper Company.

Q. Did he tell you that ?

A. Yes.

Q. Did you ask him anything about the Great Northern Paper Company ?

A. Yes.

Q. What did he say about that ?

Objected to by defendants as irrelevant and immaterial.

A. He said he couldn't get paper.

Q. Couldn't get paper from the Great Northern Paper Company. So that in making this other contract he represented the General Paper Company. Why didn't this contract go into effect ?

A. Mr. Bouer couldn't guarantee me the rate in that contract as being the lowest rate furnished any competitor purchasing paper in our field.

Q. What do you mean by in your " field " ?

A. Any paper in our territory with our circulation.

Q. Did you ask him to make such a contract ?

A. I did.

Q. What did he say ?

A. He said he didn't have the power to do it and could not do it.

Q. Did you have any other bidders on your contract at that time ?

A. No.

Q. None at all ?

A. No sir.

Q. Whom did you make a contract with ?

A. With Mr. Davis.

Q. Who is Mr. Davis ?

A. He is, as I understand, the sales-manager of the General Paper Company.

Q. You mean Mr. John A. Davis.

A. Mr. John A. Davis.

Q. How did you happen to take this up with Mr. Davis ?

A. Through Mr. Bouer, who told Mr. Davis what my objection was, and Davis took it up direct.

- 71        Petitioner offered in evidence Petitioner's Exhibit 143.  
      Objected to by defendants as irrelevant, incompetent and immaterial.

Q. Did Davis come to see you?

A. Yes sir, he did.

Q. In Milwaukee here?

A. Yes sir.

Q. About what time? Do you remember?

A. February.

Q. 1904?

A. Yes.

Q. Did you have more than one conference with Mr. Davis on the subject?

A. No.

Q. Well, what took place at this conference you had with him?

A. He came in and we talked the matter over and he named the price and conditions and laid down the contract and I signed it.

Mr. FLANDERS: When do you say that was, Mr. Boyd?

WITNESS: February, 1904.

Mr. FLANDERS: Are you sure about that?

WITNESS: Well, I am not sure, only from the data I have. I think it was February 1904. (Looking at papers.) 8th of February, 1904.

Q. Have you the contract you made with Mr. Davis at that time?

A. I have.

Paper produced by witness, and marked Petitioner's Exhibit 144.

Q. This paper marked Petitioner's Exhibit 144 is the contract, is it?

A. That is the contract.

Petitioner offered in evidence Petitioner's Exhibit 144.

Objected to by defendants as irrelevant, incompetent and immaterial.

Mr. FLANDERS: How long does that contract run, Mr. Olds?

Mr. OLDS: It runs for one year.

Q. Was this contract made out in the form that it now appears at the time it was offered to you for your signature?

- 72        Objected to by defendants as irrelevant, incompetent, immaterial and leading.

A. It was.

Q. Was this typewritten matter written in at the time Mr. Davis presented the contract to you for your signature?

A. It was.

Q. All of it?

A. It was.

Q. The contract was executed in duplicate, I believe. It so recites on its face.

A. Yes.

Q. And this is the copy you kept?

A. Yes.

Q. And Mr. Davis kept the other copy.

A. Yes.

Q. And the other copy which he kept was signed by you.

A. It was.

Q. Was it signed and delivered there in the office?

A. It was.

Q. At this conversation.

A. It was.

Q. Was anything said by Mr. Davis about the approval of any mill?

Objected to as irrelevant, immaterial and leading.

A. Nothing.

Q. Nothing of that kind.

A. No.

Q. Did you talk with Mr. Davis about this stipulation as to a guarantee that you had discussed with Mr. Bouer?

A. I did; I took the matter up with him and told him that we felt it was nothing more than right that we be guaranteed that our competitors were not receiving a discriminating rate against us, and that we had understood that had not been the case always, and we must have such a guaranty. Mr. Davis told us that he would not put such a guaranty in any contract he made, but would give us his verbal guaranty to that effect, and did so.

Q. Did you then sign the contract?

A. I did.

73 Q. Did you have any discussion with him about the price or terms of the contract?

A. Yes, did all I could, and he "raised" me.

Q. Raised you from what? What do you mean?

A. From \$2.10 to \$2.25.

Q. Did you object to the raise?

A. I did, but I had to "see" it.

Q. Beg pardon?

A. I did, yes.

Q. Were you able to procure paper elsewhere, Mr. Boyd, at the time you made this contract?

Mr. FLANDERS: That is objected to as irrelevant, incompetent and immaterial, and I give the counsel notice that I shall insist on my objection that his questions are persistently and unceasingly leading. I assume that he knows how to put questions that are not leading, and I make the objection that he ought to be required to do it.

A. No sir.

Mr. FLANDERS:

Q. Make any efforts to get it anywhere else?

Mr. OLDS: Now Mr. Flanders: I would like to question the witness. I have no objection to your cross-examining him.

Mr. FLANDERS: You put a leading question to him which calls for his opinion, and then drop the question.

Mr. OLDS: I don't agree with you, that that is an improper question. If the court decides with you, it will be all right.

Mr. FLANDERS: If you ask him what he did towards getting bids I have no objection to it, but when you put the answer right in his mouth and ask him to express an opinion I shall interpose my objection.

Mr. OLDS: That is a simple question that calls for a statement of fact, and that is all I ask for.

Mr. FLANDERS: It is an improper way to examine a witness, as you must know, to keep putting leading questions. You have had too much experience not to know it.

Mr. OLDS: I prefer to be lectured by the court, Mr. Flanders.

Mr. FLANDERS: Well, you have got that statement on the record, whether you consider it a lecture or not; it is there.

Q. Mr. Boyd, at the time of the expiration of this contract, Petitioner's Exhibit 144, was it renewed with the General Paper Company?

A. What is that—the 1904 contract?

Q. Yes.

A. It was.

Q. On the same terms?

Objected to by defendants as incompetent, irrelevant, immaterial, leading and on the ground that the contract is the best evidence.

A. The same terms, but not the same price.

Q. Was there any other bidders for your contract in the early part of this year than the General Paper Company?

A. We received some communications from paper brokers, people that we had never heard of in the print paper business before—a Chicago man and one Detroit concern, but we did not consider them seriously.

Q. Why not?

A. We were of the impression that it was a bait thrown out by the General Paper Company.

Mr. FLANDERS: I move to strike out the latter part of the witness' answer as incompetent, irrelevant and immaterial.

WITNESS: So considered by nearly all publishers.

Q. Did any representatives of these outside bidders come to see you?

A. I think there was one man in there; I have forgotten his name. I only saw him about a minute.

Q. Did he make a price—

75 A. Yes.

Q. —that you thought worth considering?

Objected to by defendants as leading, irrelevant and immaterial.

A. No.

Q. With whom did you take up the subject of the renewal of your contract with the General Paper Company?

A. Mr. John A. Davis, sales manager, of general manager, I think he is now.

Q. Did he come to see you?

A. He did.

Q. Have you this last contract you made with Mr. Davis?

A. I have.

Witness produces paper which is marked Petitioner's Exhibit 145.

Q. This paper marked Petitioner's Exhibit 145 is the contract, is it?

A. That is the contract.

Q. This is the original, signed by Mr. Davis on behalf of the General Paper Company?

A. Yes.

Q. And he kept a duplicate signed by you?

A. He did.

Petitioner offered in evidence Petitioner's Exhibit 145.

Objected to by defendants as irrelevant, incompetent and immaterial.

Q. Did you have any discussion with Mr. Davis about the prices and terms?

A. I did.

Q. Prior to making the contract?

A. Yes sir.

Q. What was it?

A. I declined to pay Mr. Davis the price he started to ask me, and we haggled over the thing all of one evening and part of the next morning, and after a very lengthy argument, why, we got together on price, and I signed the contract.

Q. Did he come down from the first price he made.

A. He did.

Q. How much did he come down?

A. About twelve and a half cents.

76 Q. You signed the contract with him at twelve and a half cents lower than the price he started in to name you.

A. Yes sir.

Q. Was this contract signed and delivered in your office at that conference?



A. It was.

Q. As far as you know has it ever been approved or presented for approval to any mill?

Objected to by defendants as incompetent, irrelevant, immaterial and leading.

A. No sir. Didn't have time to present it. It was drawn up in my office.

Q. Were the parts that are written in in ink written in in your office at that conference?

A. They were, yes. Mr. Davis also declined at that time to put the written guaranty in as it appears in the contract. He verbally guaranteed us.

Q. Did you ask him again to make such a guaranty?

A. I did.

Mr. FLANDERS: I move to strike that out as irrelevant, incompetent and immaterial.

Q. Mr. Boyd, have you made serious endeavors to get your supply of paper elsewhere than from the General Paper Company during the last two or three years?

Objected to by defendants as irrelevant, incompetent, immaterial, leading and calling for the opinion of the witness.

A. Yes sir.

Q. What endeavors have you made?

A. I have inquired at the usual places to gain information regarding the conditions.

Mr. FLANDERS: I move to strike that answer out as irrelevant and immaterial.

Q. At what places?

A. I have seen the representatives of the selling agencies and talked with some of them.

Q. With what result?

77 Same objection and as calling for the conclusion of the witness.

A. With no relief from the prices quoted by the General Paper Company.

Q. Have you made any estimate of the increase in cost to you of your paper by reason of the increased price in the alteration in terms of the contract of purchase which appear in the contracts with the General Paper Company, as distinguished from the contracts which you made prior to 1900?

Objected to by defendants as irrelevant, incompetent and immaterial.

A. Yes sir.

Q. Just what sort of an estimate have you made? What is the basis of it?

Same objection by defendants.

A. I had the last year's purchase under the contract with the General Paper Company compared with the last year's contract under what we term an open contract, under their terms and conditions, that is, buying from a private mill direct.

Q. That is, the Nekoosa Paper Company?

A. The Nekoosa Paper Company under the open contract, with its terms and conditions, as against the last contract with the General Paper Company, under their terms.

Q. Well, what difference in cost does that figure up?

Objected to by defendants as irrelevant, incompetent and immaterial.

Mr. OLDS: In a general way, I mean.

A. The last year it amounted to about \$18,000. Considering amount of paper, and price and terms and conditions under which we bought from the General Paper Company as compared  
78 with the terms of the Nekoosa Paper Company, made a difference of about \$18,000.

Q. You mean the first Nekoosa Paper Company contract?

A. Yes, the first Nekoosa Paper Company contract.

Q. The one that expired in 1900?

A. Yes.

Cross-examination.

By Mr. FLANDERS:

Q. You compared the increase according to the contract of February, 1904, with the first one with the Nakoosa Paper Company made in August 1899, did you, Mr. Boyd?

A. Yes sir.

Q. Five years apart?

A. Yes.

Q. Or approximately that.

A. Yes.

Q. Five or six years apart. In that five or six years there has been a decided increase in the cost of a great many different articles, has there not?

A. I have been so informed.

Q. Well, your butcher's bills have been at a higher price, haven't they?

A. Yes. And lawyer's fees, too.

Q. I don't know about the lawyer's fees. But the butcher and the grocer and the candlestick-maker, and pretty near everything that is sold has increased in price since 1900, hasn't it?

A. Yes sir.

Q. And how has it been with relation to the quality of the paper that was furnished you, we will say under this contract in 1904, as to how it compared with the quality of the paper that you got previous to August, 1900, 1899 and 1898, along there?

A. Some of it is good and some of it not so good—varied.

Q. Some of which?

A. The paper that we have purchased during those terms from various mills.

79 Q. I know, but as to the quality of the paper supplied under the contracts of February, 1904: how did that compare with the quality of the paper furnished prior to August 1900?

A. I don't think it was so good.

Q. You don't think it was as good?

A. No, sir, take it year in and year out.

Q. What is the fact as to whether there was any depression in the times from 1893 on—1893, 1894, 1895, 1896 and 1897, generally, throughout the country?

A. Panic years.

Q. Panic year 1893, and that continued on for a number of years, didn't — the depression?

A. It did.

Q. And as a matter of fact the depression was worse in 1894, 1895 1896 and thereabouts than it was immediately after the panic, wasn't it?

A. Well, I don't know. It was not in print paper.

Q. Well, I am not talking about print paper now; I am talking about the general condition of the times.

A. Yes, they were worse after 1893 for two or three years.

Q. And that is generally true, isn't it, that the full effects of a panic do not come for several years after?

A. I believe so.

Q. Then, as a matter of fact, times didn't begin to improve much, if any, until 1900, did they?

A. Yes, they improved.

Q. That was about the time the era of prosperity that was to be came on the stage.

A. 1899 was a good year, and 1898.

Q. I am not speaking of the years of the newspaper publishers, but I am speaking of the general condition. Wasn't it in 1900 that the—

A. No, I think it was in 1899 it started to pick up very materially.

80 Q. Well, perhaps it did, but the general increase in business and the era of prosperity above all others up to that time, was in 1900, wasn't it?

A. I think it was.

Q. Now, from that time on there has been a pretty steady increase

in the cost of pretty nearly all kinds of products and of labor, has there not ?

A. I believe so.

Q. Well, why do you qualify it by saying you believe so ?

A. Because I don't know. I don't understand there has been in the print paper business.

Q. Well, you don't know about that, either ?

A. No, I don't, and that is the reason I say "I believe."

Q. I am not talking about print paper, Mr. Boyd ; I am talking about conditions generally. Now isn't it your information to the effect that there has been a general increase in the value of nearly all products since 1900, and in labor also ?

A. Yes sir.

Q. Iron and steel and lumber and those things which are considered the staples of the market, made decided increases didn't they ?

A. I believe so.

Q. Now before 1899 I think you said you had a contract with the Badger Paper Company, or some contract with the Badger Paper Company.

A. Yes, quite a while back.

Q. And you might have applied to the Badger Paper Company in the summer of 1900, might you not, for paper ?

A. No sir.

Q. Why not ?

A. They had been burned.

Q. Before that ?

A. Yes sir.

Q. You did, however, apply to one Brocklebank, you said.

A. Yes sir.

Q. He is the John C. Brocklebank who has been a witness in this case, isn't he ?

A. Yes sir.

Q. And was then and is now the general western agent of the Manufacturers Paper Company ?

80½

A. Yes sir.

Q. Now, you said that under the first contract with Mr. Bouer, the paper at first was supplied by the Great Northern Paper Company, and as a matter of fact the name of that company was mentioned in the contract that was made with Mr. Bouers in 1902. Now why was it that you did not continue to receive the paper of the Great Northern Company ?

A. I don't know ; I never went into that.

Q. Never took any pains to find out ?

A. No sir. Suppose we were getting the price all right, as far as we could hear from our competitors, and the service was very good.

Q. You didn't take any pains to find out why the Great Northern Paper Company did not supply the paper ?

A. No.

Q. And you didn't care?

A. Didn't care.

Q. And you didn't care afterwards when you found that the General Paper Company was supplying the paper under the contract with Mr. Bouer either, did you?

A. No; no, we didn't care.

Q. Now, when the contract with Mr. Bouers was made, in January, 1902, you said that before that you were visited by the agents of the General Paper Company and solicited to enter into a contract with that company.

A. Yes sir.

Q. In December, 1901.

A. Yes sir.

Q. And you knew, of course, that the Nekoosa Paper Company had constituted the General Paper Company its exclusive sales agent.

A. I understood so.

Q. Well, you had been told so by Mr. Nash, hadn't you?

A. Yes.

Q. In the summer of 1900.

A. Yes.

Q. And at that time you were offered the contract with the General Paper Company (at that time or the next month) at at  
81 \$2.00 a hundred.

A. Yes sir.

Q. But you didn't or wouldn't close with the General Paper Company at that price, but entered into a contract for the same class of paper with Mr. Bouer at \$2.10.

A. Yes sir.

Q. In the conversations that you had with the agents of the General Paper Company, in December, 1901, or in January, 1902, was there any objection made by them to supplying you with paper manufactured by the Nekoosa Paper Company?

A. I don't think that point was brought up. I think they allowed us to—I am not sure about that. I don't think the point was raised, only that they would furnish a good quality of paper.

Q. In fact all you wanted was a good quality of paper and at a price that was satisfactory?

A. That is what we were after.

Q. You didn't care whether it was manufactured by the Nekoosa Paper Company or anybody else?

A. No sir.

Q. As long as the quality and the price—

A. And the service.

Q. —were what you wanted?

A. That is what we were after.

Q. Now I think you said in December, 1901, your first talk was with Mr. Mendsen, and then later he came and saw you in the same month or thereabouts.

A. I believe that is correct.

Q. Was Mr. T. E. Nash with him at one of those times?

A. I think so. I am inclined to think it was Mr. Mendson who was with Mr. Nash, but I wasn't sure about it and did not so mention it in my first statement.

Q. As I remember it, what you said about somebody being with Mr. Nash was at a previous conference in relation to the renewal.

A. Well, it may have been. There were so many visits I have got them a little confused, but I am sure Mr. Mendson was with Mr. Nash at one time.

82 Q. And would it be your recollection that that was at one of the talks in December, 1901?

A. I wouldn't be sure about the date.

Q. Well, prior to this time when you made the contract with Mr. Bouer. The contract with Mr. Bouer is dated, as I understand it, 25th of January, 1902.

A. 1902.

Q. And you said you had two talks with Mendson in December, 1901.

A. No, I think not. I think I had one talk with Mendson and another one with Mr. Stuart. I think that is my testimony.

Q. You said you had a conversation with Mr. Stuart in January 1902.

A. Yes.

Q. But as I recall your testimony you had two talks with Mr. Mendson in December, 1901, in one of which he came down from \$2.30 to \$2.25, and then I believe you said he could not go lower without consultation with Mr. Stuart, and after he had a consultation with Mr. Stuart he came down to \$2.20. Isn't that what you said?

A. That is my recollection, yes.

Q. Then, there would be two talks with Mr. Mendson?

A. Yes, after he had gone to the phone and back again.

Q. You mean a conversation with Mr. Stuart over the telephone.

A. He told me he had a conversation with Mr. Stuart over the phone.

Q. I don't care what he said. The consultation, if he had one, was with Mr. Stuart over the phone.

A. Yes.

Q. Now was Mr. Nash there with Mr. Mendson either before or after the talk over the phone with Mr. Stuart?

A. He certainly was not there with him at either of those talks.

Q. Either of those. Is it your recollection that there was any talk with Mr. Mendson before this contract with Mr. Bouer was entered into, at which Mr. Nash was present?

83 A. I am not sure Mendson was there at one time with Mr. Nash, but I can't—

Q. You can't locate it.

A. I can't locate it.



Q. This reduction from \$2.15 to \$2.05, by this letter of August 9, 1901, granted by the General Paper Company, as I understood you to say, was without any consultation on the part of the Journal Company?

A. It was voluntary. We were so notified.

Q. Now, you did not close with the General Paper Company at \$2.00, which was the price offered by Mr. Stuart, but did close with Bouer at \$2.10, on or about the 25th of January, 1902.

A. Yes.

Q. And at that time you were, as you said, informed that the prices were going lower.

A. No, I didn't so state. If I did I didn't so intend. I was informed that the prices were going up.

Q. What?

A. Prices were going up.

Q. Informed by whom?

A. Mr. Stuart and Mr. Mendsen both.

Q. Well, I understood you to say that, but I also understood you to say, and have it minuted here,—it may be wrong, but I understood you to say that from other sources you were informed that it was going lower.

A. Yes sir.

Q. So that is right, isn't it?

A. That is right.

Q. Why, then, did you contract with Mr. Bouer at \$2.10 when you were offered it by the General Paper Company at \$2.00 and your information was that it was going lower?

A. Well, there were two very good reasons, at least I thought so; one was we didn't know where we stood with the General Paper Company, or what they would do, or whether we were in at the ground floor or not; and the other was, if the price went lower, with the other the chances were we would get it.

Q. But that wasn't in your contract with Bour, was it?

84 A. No sir.

Q. And the General Paper Company had voluntarily reduced the price from \$2.15 to \$2.05 less than six months prior thereto?

A. Well, that is the fact.

Q. And what do you mean when you say you didn't know where you stood with the General Paper Company?

A. Because the representatives of the General Paper Company had falsified to me.

Q. Well, which ones?

A. Both Mr. Stuart and Mr. Mendsen.

Q. When?

A. In January, 1902.

Q. In what respect?

A. In their general conversation as to the tendency of print paper.

Q. Well, is it not the fact that the tendency of print paper was upwards after that?

A. Not at that time, no sir.

Q. Well didn't it go up after that?

A. It went up to us when we bought outside of it.

Q. Bought outside of what?

A. Outside of the General Paper Company.

Q. Then prices did go up?

A. Not from the General Paper Company.

Q. Well, I am speaking of prices generally.

A. No, the prices didn't go up in general.

Q. Are you sure of that?

A. Not quite sure of it, no; only from their records.

Q. You made a contract in 1904 with the General Paper Company at \$2.25, did you not?

A. Yes sir.

Q. And \$2.25 is a decided advance over \$2.10 and much larger over \$2.00, isn't it?

A. That is so.

Q. Well, then, it is the fact that after the talks between you and Mr. Stuart and Mr. Meudsen the prices of print paper materially advanced?

A. Advanced by them, yes, but not in the conditions.

Q. I am not talking about the conditions; I am talking  
85 about the prices.

A. Well I was talking about the conditions. That is my reason for not closing with Mr. Stuart.

Q. You said that their statements were not correct in the fact that they represented that prices were going to advance.

A. They said the conditions were such that prices must advance and went into details about it.

Q. Well, didn't you say a few moments ago that they represented that prices would advance?

A. I don't think so. If I did I should have said conditions.

Q. What do you mean to say now, Mr. Boyd?

A. I mean conditions.

Q. What did they say that you thought was not verified by the facts?

A. Just what I told you.

Q. I know; you say conditions, but you don't detail it, you don't convey any impression to my mind.

A. Well, it didn't convey much to my mind when they told me about it.

Q. What did they say?

A. They told me that the general conditions were such that the prices of print paper would have to go up—be increased.

Q. Now the price of print paper did go up, you say?

A. I think it did, a year after that. I know it did in fact.

Q. Well, didn't it go up during the next year?

A. No.

Q. What?

A. I don't think so.

Q. Are you sure about that?

A. I am pretty sure about it.

Q. You have no records I suppose?

A. I think I have, yes sir.

Q. You had no occasion to keep track of the price of print paper, because you had a contract for a year.

A. Oh, we had other reasons for keeping track of it outside of our own contract.

Q. Oh, you did.

A. We wanted to see how we stood.

86 Q. The renewal of the contract with the Nekoosa Paper Company expired January 1, 1902.

A. Yes.

Q. And your contract with Mr. Bouer was dated January 25, 1902. Where did you get your paper between the 1st and 25th of January, 1902?

A. I think they continued to furnish it.

Q. Who?

A. The General Paper Company.

Q. When did you begin to receive shipments under the Bouer contract of January 25, 1902?

A. I can't tell; I suppose very shortly after that; I couldn't tell you the date.

Q. Well, I suppose you can tell by reference to your books.

A. Yes sir.

Q. The date when the shipments under the Bouer contract began.

A. I believe so, yes sir.

Q. And when the shipments under the Nekoosa Paper Company contract stopped; you can tell that, too?

A. I think so.

Q. And if as a matter of fact you got paper between those two periods from any other source, you can tell from what source or sources you got it and the prices that you paid, can you not?

A. Yes, between the Nekoosa and the Bouer contracts. I think so.

Q. That is, between the time the delivery ceased on the Nekoosa Paper Company contract—

A. Yes sir.

Q. And the time they began on the Bouer contract?

A. I don't know if we could tell which of the General Paper Company mills it came from, unless there should be some notation on the record; there would not be any reason why we should.

Q. Well, I am not particular about what mill it came from, but if you got it from the General Paper Company—

A. That would show on the records of course.

87 Q. I say if you got it from the General Paper Company, between the expiration of the Nekoosa contract and the beginning of delivery on the Bouer contract, that of course your books will show.

A. Yes sir.

Q. Or if you got it from the International Paper Company, or the Manufacturers Paper Company, or anybody else, or Mr. Bouer, that would show too, wouldn't it?

A. Yes.

Q. You said in answer to Mr. Olds that you were using now approximately a thousand tons a year, as I remember it.

A. Yes sir.

Q. And before that it had been 750 tons and upwards, perhaps.

A. I told him it varied with the growth of the paper.

Q. Well, I know, of course; the paper has pretty steadily increased in the amount of paper that it uses, hasn't it?

A. Yes sir.

Q. Take 1902, when this Bouer contract was executed: can you tell approximately about how much paper was being used then?

A. I can't tell exactly. I could tell if I looked at the records. I suppose about 700. I am not sure.

Q. I was going to ask you to look at the records and find out where you got your paper in this intermediate time, and the prices paid, and you might at the same time look and see how much paper you were using in January, 1902, because you can look them up at the same time.

A. Yes. You want that you say?

Q. Yes. I want to know from what sources the Journal got its news print paper after the Nekoosa Paper Company delivery ceased and before the delivery under the Bouer contract began, and the prices paid for such paper and the quantity; and I also want to know approximately the amount of paper being used by the Journal in January 1902. Now I understood you to say—probably your investigation will show, but I understood you to say that be-

88 between the time that the deliveries under the Nekoosa Paper Company contracts ceased and the time when they began under the Bouer contract, that you got other paper at high higher prices. Did I understand you correctly?

A. I don't think I so stated.

Q. I am not sure that you did. I have got that memorandum here.

A. No.

Q. Now you said that the Bouer contract ceased, as in fact it did, I believe, at the end of the year, which would be sometime in the early part of 1903.

A. No. I don't think I stated that.

Q. The contract?

A. No.

Q. The contract is for one year?

A. Well, it is for a stipulated amount; it is for a thousand tons. Of course for a year—we have got a right to use that if we happen to grow to that extent; if we didn't, we could use it at any time.

Q. Well, it was for the thousand tons.

A. Yes sir.

Q. Now that thousand tons didn't cover the period between January 1902 and January 1904, did it?

A. I don't think so.

Q. There must have been a period before February 1904 when the thousand tons had been used up.

A. That is so.

Q. That is right.

A. Yes sir.

Q. Now then, intermediate to the time that thousand tons was used up and the contract of February, 1904, where did you get the paper that you used?

A. I don't know; we bought from Mr. Bouer, but I think most of it came from the General Paper Company.

Q. Well, it was bought through Mr. Bouer?

A. Yes.

Q. And at what price?

A. The same price.

Q. The same price specified in the contract of January 1902?

A. Yes.

89 Q. Are you quite clear about that, or are you stating that from recollection?

A. No, I am quite clear about it.

Q. Have you made an examination to find out?

A. I have a notation to that effect.

Q. Well, I know, but what I am getting at, Mr. Boyd is this: whether you have refreshed your recollection on that point from an examination of your books or papers, or whether that is simply your recollection generally.

A. Well, I have the records here, Mr. Flanders, as given me from the records.

Q. By one of your employees?

A. Yes sir.

Q. Well, I will ask you anyway to see what prices you paid for paper between the time that the 1000 tons was consumed and the contract of February 1904.

A. Yes.

Q. This contract of January 25 with Mr. Bouer concludes as follows: "This contract shall take effect with the first delivery of paper as hereinbefore specified and shall terminate one year from the date of the first order."

A. Yes.

Q. At any rate, if you get that information I have asked you for, I think that will probably cover what I am trying to get at. Now

then, why didn't you continue to get the paper from the Great Northern Paper Company?

A. Couldn't.

Q. Well, I know, but why?

A. Mr. Bouer claimed he couldn't supply it.

Q. Oh! Any reason given?

A. Oh, you mean after our 1000 tons was up?

Q. Yes.

A. We didn't pay any attention to it; we didn't know we were not getting it until we began to receive the other.

Q. Now after the 1000 tons expired, or was used up, you still got paper from Mr. Bouer?

A. We bought from Mr. Bouer.

Q. But as a matter of fact you found he was selling you the General Paper Company paper?

A. I believe so.

90 Q. You got the bills, you say, from the General Paper Company?

A. No sir.

Q. Why did you say you did get them from the General Paper Company?

A. I didn't say so; I didn't mean to say so, if I did. I don't think I said so.

Q. Well, perhaps I misunderstood you. From the time that the 1000 tons was used up down to the new contract of February, 1904, as I understand it, you kept getting your paper from Bouer?

A. We did. That is what I stated.

Q. Now where did that paper come from?

A. I don't know. We supposed from the General Paper Company—the last part of it, during that period.

Q. Now then, that is what I understood you, Mr. Boyd.

A. No; you said get our bills from there.

Q. I thought you did say the bills.

A. No; that is what I stated I didn't say.

Q. What made you think it came from the General Paper Company?

A. The markings on the rolls.

Q. And the bills, did they come from the General Paper Company or from Bouer?

A. Came from Mr. Bouer.

Q. Did you have any knowledge or information as to how Mr. Bouer got the paper from the General Paper Company?

A. No; only knew that he was a broker and that he had such relations with them that he could easily supply it. It was his business.

Q. In January 1902 did you take any steps to get any bids from anybody except the General Paper Company and Bouer?

A. I did. In January 1902?

Q. Yes?

A. I think I did.

Q. You think you did.

A. Yes.

904 Q. Well, with whom did you negotiate the deal?

A. I tried to get it from Mr. Brocklebank.

Q. Yes, representing the Manufacturers' Paper Company.

A. And also from the International of New York.

Q. Did you or did you not get any better prices from either of those than you got from the General Paper Company?

A. I did not.

Q. Did you make any efforts to get them from anybody else?

A. Nobody else to get from.

Q. Well then, you didn't make any efforts.

A. Not outside of those I have mentioned.

Q. Well, there were competing mills, weren't there?

A. Not that I heard of, that anybody could locate.

Q. Q. The Patent Paper Company manufactures news print?

A. I don't know about it, if there was such.

Q. There was also a paper manufacturing company at Niagara Falls, wasn't there?

A. Not submitting prices in this field.

Q. I am not talking about whether they were submitting prices.

A. I don't know about that.

Q. You didn't take any steps to inform yourself of anybody except the International and the Manufacturers and the General Paper Company.

A. And the Great Northern.

Q. Well, the Great Northern had stopped supplying you?

A. Well, I say those are the only ones I inquired about, because they were the recognized sources.

Q. You didn't inquire about the Great Northern when you came to want to make a contract in 1904, did you?

A. I did.

Q. I thought you said the Great Northern had before that stopped furnishing the paper under the other contract.

A. Well, they had, as far as that goes, but we were getting paper at the same price. It didn't make any difference to us whom  
91 we bought from.

Q. Now what steps did you take to get any paper from the Great Northern Paper Company in 1904?

A. We made inquiries and we found we couldn't better the conditions.

Q. Whom did you make inquiries of?

A. Mr. Bouer.

Q. Anybody else?

A. I think not. I don't know whether Mr. Mix was with them then or not. I think he was just about to leave them.

Q. What steps did you take to find out whether you could get it from the Manufacturers' Paper Company?



A. I saw Mr. Brocklebank.

Q. And what steps with relation to the International Paper Company?

A. I saw the representative in New York.

Q. In New York.

A. Yes.

Q. This contract of February, 1904, with Mr. Bouer, did that expire in a year or two or don't you remember?

A. In February 1904 didn't have a contract with Mr. Bouer. It is not executed. That is the one I declined to—

Q. Well, it is executed. Look at it.

A. Well, I understand that; it was conditionally so between Mr. Bouer and myself.

Q. Conditioned on what?

A. On guaranteeing price as being the lowest price quoted in this field.

Q. So you declined to have it go into effect.

A. With Mr. Bouer.

Q. That is what you mean.

A. Yes.

Q. And then you made a contract with the General Paper Company?

A. With Mr. Davis.

Q. Well, that was the time that you endeavored to get paper from the Manufacturers' Paper Company and the International Paper Company, wasn't it?

A. Yes.

Q. In 1904.

A. Yes.

92 Q. And the contract price under the February 1904 contract was \$2.25 per hundred pounds?

A. \$2.25.

Q. And the contract price under the April 1905 contract, price to be \$2.02½ per hundred pounds.

A. That is right.

Q. Now did you make any efforts to get bids from others in April 1905?

A. Yes, sir.

Q. From whom?

A. Well, not from any of these other mills.

Q. Well, I didn't ask you whom you didn't make the effort to get them from, but whom you did make the effort to get them from.

A. Well, I will have to decline to answer that. There were very good reasons for declining to do it, at least as a private arrangement.

Q. Well, I am not particular about going into any private arrangement, Mr. Boyd, but there certainly cannot be anything private about whom you made the application to.

A. Yes, that was the private part. It was a combination deal that I don't care to divulge.

Q. I am not talking about a combination deal but the source from which the paper was to come; I will put it in that way.

A. It was to come from the General Paper Company.

Q. I don't want to ask you about any of your business secrets, I don't care enough about them for that. Of course we could probably insist upon the answer, but I don't care about that. What I want to know is, from what source the paper was to come.

A. From the General Paper Company.

Q. To be manufactured by whom?

A. The General Paper Company mills. That was not the named condition in that, but that was known to be the—

Q. You mean by that that you negotiated (you needn't give any names for the present) with some other agent of the General  
93 Paper Company than Mr. Davis?

A. No, I don't mean to state that at all. I mean to state that the negotiation was carried on with Mr. Davis, but that was not the only mill that was being negotiated with.

Q. That was not the only company—

A. Yes.

Q. —that was being negotiated with?

A. Or the company was not confined to the General Paper Company—the other company.

Q. Now why can you not, or will you not, state from what source the paper was to come, with whom these other negotiations were being carried on?

A. Because that is an entirely private affair, arrangement.

Q. Well, then, could you or could you not get better terms from these other parties with whom these negotiations were being carried on than you got in this contract with Mr. Davis?

A. I think I could not have got the price I had with Mr. Davis if I had not had the other deal on.

Q. Well, now, Mr. Boyd, I regret to say that that is not an answer to my question.

A. Well, I know, but that is the fact.

Mr. FLANDERS: I shall have to move to strike it out as not responsive to the question, and I will ask the examiner to read you my question.

The question was read.

A. I don't know.

Q. Were there any other terms offered you than such as are incorporated in this contract with Mr. Davis?

A. I don't think so, up to that time.

Q. What?

A. Not when I accepted it.

Q. You mean up to the time you executed the contract with Mr. Davis no better terms had been offered you from any source than are contained in this contract with Mr. Davis; is that what  
94 you mean?

A. Well, it is hard for me to make that statement. It was an optional matter. It was practically a stand-off.

Q. Well, Mr. Boyd, you can certainly tell whether better terms were offered you than \$2.02½.

A. Well, I don't know but I made a mistake in signing with Davis.

Q. Now I didn't ask you that. I move to strike that answer out as not responsive to the question, irrelevant and immaterial. Now I say that you can certainly tell whether better terms were offered you before this contract was signed with Mr. Davis and \$2.02½ a hundred, can you not? without entrenching upon anything that you want to keep private?

A. I really can't answer you whether it was better or not.

Q. Why not?

A. Because certain things might develop that would have been better, but up to date it was an even thing.

Q. I am not talking about what developed afterwards, but the price,—whether you were offered any better price than \$2.02½ before you signed that contract with Davis?

A. No, I think not.

Q. Now, then, I notice, Mr. Boyd, that according to this contract of January 1902, with Mr. Bouer, that the terms were net cash in thirty days.

A. Yes.

Q. That was not a very extraordinary requirement, was it?

A. I think so.

Q. Extraordinary—

A. It is unusual in business affairs, in any line of business.

Q. But you made that contract with Mr. Bouer?

A. Well, the same terms as all other contracts at that time.

Q. Well, that is what I mean. It was not an unusual proviso at that time, was it?

A. Not that I know.

Q. And in 1904 you made a contract with Mr. Bouer by the terms of which it was provided or in which it was provided that the terms should be net cash. That is even more stringent than net cash at the expiration of thirty days, isn't it?

A. It should have been thirty days in that, from the talk.

Q. Well, it doesn't say so.

A. It didn't amount to anything anyway. That was the talk and that was the contract; it wasn't put in there; that was a mistake.

Q. Well, that is quite an important feature of the contract, isn't it,—

A. It might have been if there had been any question about it.

Q. —as to whether it should be net cash, or net cash after thirty days or sixty days? That to a business man makes a good deal of difference, doesn't it?

A. I should think it would, yes sir.

Q. But you signed the contract without any allowance of time on the basis that it should be a net cash payment?

A. Well, if I did it was through imperfect contract in executing. It was not a contract that was intended to be signed or executed between us.

Q. Well, have you any doubt you did sign it?

A. None at all, if you say so.

Q. There it is right at the foot of the page (handing the contract to the witness).

A. It was supposed to be thirty days. That is all right. It was supposed to be thirty days and was thirty days; never was any question about it.

Q. But you have made an estimate here of \$18,000.

A. Yes sir.

Q. Paid by the Journal Company over and above what? How did you get at that estimate?

A. Well, just as is stated: the difference in the terms, the price and the conditions of the contract made with the last mill,  
96 what we would call an open contract, from the last contract we had with the General Paper Company.

Q. What do you mean by an open contract?

A. Not an open contract—a contract with an open mill, a mill not in the General Paper Company.

Q. You mean before the organization of the General Paper Company?

A. Before the organization of the trust.

Q. But you didn't intend to term it as an open contract?

A. No. I mean with a mill outside the trust.

Q. Now, how did you figure that estimate, as to quantity, for example? What quantity did you figure? Did you figure the paper bill of the Journal under the Nekoosa Paper Company contract, and the paper bill of the Journal in 1904 and 1905? Is that the way you did?

A. No, took the difference in the price all through the contract, on every element of the contract that entered into the whole.

Q. What I want to know is what elements you considered entered into the whole?

A. Well, the total cost of white paper—

Q. In 1899, for example.

A. In 1899, at the price—

Q. That is, the total cost of the white paper used by the Journal in that year?

A. Certainly. No, I took the difference in the price of the Nekoosa Paper Company contract and applied it to the total difference in the weight, or the total weight on the 1904 contract.

Q. Oh, I see.

A. The differential in price.

Q. In other words, if your contract in 1899 was one dollar and seventy cents—

A. And the contract this last year was \$2.25.

97 Q. —and your contract in 1904 was \$2.25, then you figured the weight of white paper used by the Journal in 1899 at a difference of fifty-five cents?

A. Yes sir.

Mr. OLDS: That is one element.

WITNESS: Yes, that is one means; that is one of the items in it.

Q. What are the other items?

A. The basis of the waste returned, the discount, the weight of the wrappers on the rolls, the increased weight forced on us, the increase in postage and the difference in the freightage or cartage from the train to the sidewalk.

Q. Have you got in the estimate now, as you have stated it, all the items that enter into it?

A. I think so, yes sir.

Q. You make no allowance for the increase in cost of anything, from natural causes?

A. Well, I am not so sure there are increases.

Q. I can't tell the things you are not sure of; I am not asking you for those.

A. Well, I didn't consider that until I knew it.

Q. Well, I know, but I didn't ask you that, Mr. Boyd. You did not as a matter of fact——

A. No sir, I did not.

Q. —make any allowance for increase from natural causes?

A. I did not, not a bit; I took them just as they were.

Recess until two o'clock p. m.

Q. Did you get that information, Mr. Boyd?

A. Yes sir. As far as it could be gotten. I got what you wanted in the way of average amount used in 1902.

Q. How much was it?

A. Practically 750 tons, as near as I could reduce it down by just taking the figures. You see the price changed once in that year, August, \$2.15, and then dropped five cents, to \$2.10.

98 That made an average of about seven months with one and five with the other.

Q. About 750 tons for the year.

A. Yes sir.

Q. And the other information, about when the deliveries under the Nekoosa contract stopped in January, 1902.

A. The last delivery we find we had from the General Paper Company under the Nekoosa contracts was December 31, 1901.

Q. And when did they begin under the Bouer contract?

A. Under the Bouer contract February 8, 1902—under the contract, but we got sample paper, a sample car, in January.

Q. A sample car from Bouer?

A. Yes from Bouer, to see what the quality of the paper was, you know.

Q. What price?

A. \$2.10.

Q. Was that the only paper that you got between the termination of the Nekoosa delivery and the beginning of the Bouer contract?

A. Yes sir. We must have had a little paper on hand, and then getting in the car the last day of the year—

Q. How many tons in a car?

A. It varies.

Q. About?

A. I don't remember now; the manufacturers could tell you better than I.

Q. Not over twenty or twenty-five, I suppose; perhaps not that.

A. I don't know just exactly how that runs. It varies according to the size of the roll. We get small rolls and the large rolls and I don't know just exactly what they figure a car.

Q. Well, a car of paper, twenty or twenty-five tons is a pretty good sized car, according to my recollection.

A. I should think so.

Q. Well, now, you said that before you had the first Nekoosa contract, that is, the one that began in 1899, you had bought  
99 paper of the old Thilmany Paper Company and the Badger Paper Company, as I remember it.

A. And others, I said; Grand Rapids Pulp and Paper Company.

Q. Grand Rapids Pulp and Paper Company?

A. Yes.

Q. Did that comprise the list?

A. No. I think we bought paper from various sources. We got one or two cars from different concerns all over the country.

Q. Well, did your main supply come from the Thilmany Company and the Badger Paper Company?

A. The Badger Paper Company, Grand Rapids and Nekoosa.

Q. And Nekoosa?

A. Yes sir.

Q. Before the Nekoosa contract?

A. Before the Nekoosa contract.

Q. And then when you came to renew the Nekoosa contract in August 1900, as I understand you the only places you attempted to get paper from were the Thilmany Company and the Grand Rapids Pulp and Paper Company—

A. No, I didn't say the Thilmany Company. They had ceased doing business, as far as I knew, in print paper.

Q. —and the Badger Paper Company?

A. The Badger Paper Company had gone out too.

Q. And then you tried to get it from the Grand Rapids Pulp and Paper Company?

A. No.

Q. From whom, then?

A. We tried from Bouer, from the Manufacturers' Paper Company, from the International and the Great Northern.

Q. In August 1900, was that?

A. Yes.

Q. The Great Northern you had it from—

A. Afterwards.

Q. —afterwards?

A. Yes.

100 Q. Well, of course, Mr. Boyd, you don't wish to be understood as saying that the Manufacturers' Paper Company and the International Paper Company were the only sources from which you could have got news print paper outside of the General Paper Company?

A. The only sources I knew of.

Q. Well, didn't you know that there were other mills engaged in manufacturing print paper?

A. Yes.

Q. Quite a good many of them, weren't there?

A. I presume there were.

Q. The Outegamie Paper Company was engaged in manufacturing paper at that time, wasn't it?

A. I didn't know about it.

Q. You don't know whether it was or not, then?

A. I don't know, no sir.

Q. Then, as a matter of fact, you didn't make much inquiry to find out who was manufacturing it, did you?

A. Yes sir, I prosecuted my search as far as I could and as far as I knew how.

Q. If the Outegamie Paper Company was manufacturing print paper up here at Kaukauna, Wisconsin, and you didn't find out about that, would you consider that your search was a very thorough one?

A. It might have been and still overlooked them if they were not catering to the general field.

Q. How about the Patton Paper Company of Appleton, Wisconsin? Did you know they were selling paper?

A. Generally understood their prices were in harmony with the other prices quoted.

Q. I didn't ask you that.

A. That is the reason I didn't search for it.

Q. You didn't know the Patton Paper Company was manufacturing paper then?

A. No sir, not and selling it.

Q. You didn't know that?

101 A. I didn't know that separate from the others.

Q. How is it about W. D. Boyce, down at Marseilles, Illinois? Was he not manufacturing print paper?

A. I didn't think so, not at that time.

Q. Do you know about that?

A. No sir.



Q. And the Winnebago paper mills, of Neenah, Wisconsin, were they manufacturing print paper?

A. I didn't know that.

Q. How about the Alexandria Paper Company? Did you know about that?

A. Yes, but the information I got led me to the conclusion there was no use trying to get paper from any of those mills. I didn't know that.

Q. Now, Mr. Boyd, I didn't ask you that, and I ask to strike that answer out as not responsive to my question, and as irrelevant and immaterial. Now kindly listen to the question and answer that. Did you know about the Alexandria Paper Company? Did you know that it was manufacturing print paper at that time?

A. Not selling it to the trade, no.

Q. Well, did you know anything about it?

A. Only hearsay.

Q. You didn't make any application to them, at any rate?

A. No sir.

Q. Nor to the Outegamie Paper Company.

A. No sir.

Q. Nor to the Patton Paper Company?

A. No sir.

Q. Nor to Boyce?

A. No sir.

Q. Nor to the Winnebago paper mills?

A. No sir.

Q. And did you know the fact to be that the Kimberly and Clark Company had mills, that were manufacturing print paper, that were not connected with the General Paper Company?

A. I did not.

Q. Did you make any inquiry of them for prices on print paper?

102 A. I can't state positively. My impression is I did talk with Mr. Stuart once about it, but just what the date was I don't remember. My impression is I had a conversation with him and he told me he had closed up; the mill orders were filled, that is my recollection of it.

Q. Well, can you place any such conversation as that as to time or place?

A. I can state the place, but not the exact time. It was in the Pfister hotel.

Q. Approximately what time was it?

A. I can't state that. It was in the summer season, I remember that very well. I remember that from the fact that he was going up yachting.

Q. Did you make any inquiry of the Cheboygan Paper Company to see if you could get news print from them?

A. No sir.

Q. Do you know whether or not they were manufacturing it?

A. I did not.

Q. How about the Elkhart Paper Company?

A. I believe we heard something about them but their product was considered very inferior.

Q. Well, you didn't make any inquiry of them?

A. Not direct, no sir.

Q. How about the Anderson Paper Company, of Anderson, Indiana?

A. Didn't make any inquiry.

Q. Well, you didn't make very thorough inquiry then, did you, Mr. Boyd?

A. I think I did, yes sir.

Q. At any rate, you have told us all the inquiries you have made?

A. Yes, and it is considered quite thorough in our line of business.

Q. I didn't ask you that, either, Mr. Boyd. At any rate you have told us all the inquiries you did make?

A. Yes sir.

Q. And you didn't find out that right up here at Neenah, and Appleton and Menasha there were mills competing with the General Paper Company in this business, and if you did it didn't  
103 interest you enough to find out what they would sell you paper for?

A. I didn't hear it from any publishing company.

Redirect examination.

By Mr. OLDS:

Q. Mr. Boyd, as far as you could ascertain at the time Mr. Flanders has been questioning you about, were any of these mills that he has mentioned in the market to supply paper if the publishers wanted to buy it?

Mr. FLANDERS: That is objected to as incompetent, irrelevant, immaterial, leading, and calling for the opinion of the witness, and for the further reason that the witness has testified that he has told all he knows *all he knows* about it.

A. We never had a proposition from any of those paper mills, and I don't know of a publisher of my acquaintance who ever did have a quotation from them in that time. Never heard of them as being a factor in the field.

Q. Do you know of any publisher who has ever bought paper from the Cheboygan mills, for instance?

Mr. FLANDERS: Objected to for all the reasons stated.

A. I don't know a publisher that has purchased paper from any of those mills except possibly the Patton Paper Company. I don't know whether we have bought paper from the Patton Paper Company, whether it came in under other orders or not; I think not.

## Recross-examination.

By Mr. FLANDERS:

Q. The fact that you never heard of any publisher buying paper from any of these concerns that I have mentioned to you would not have been any objection to you if you could have got satisfactory quality and price, would it, Mr. Boyd?

A. No sir.

104 Q. But you didn't take pains to find out whether they were in existence, or what kind of paper they sold, or at what price.

A. Oh yes, I took pains. I asked brokers.

Q. You didn't know about these companies?

A. I asked brokers who were supposed to know all about their fields and they told me there was none.

Q. What broker did you ever ask?

A. I asked Mr. Bouer, the only one that was here.

Q. Did you ask others?

A. He is the only one I know of that deals in print.

Q. Well, is he the only one you asked?

A. He is the only one I asked in this field.

Q. Well, any other field.

A. Mr. Brocklebank was supposed to be in touch with a great many of these independent mills, as they are called.

Q. In the East or here?

A. Both. So I was informed. I don't know whether it is a fact or not.

Q. Did you ask Brocklebank anything more than to get a price?

A. Yes, I asked him—I got such information about the particular line of business as I could gather.

Q. What information did you get from him?

A. It was either one of two things: he could not supply or there was no field for it.

Q. And that was the information you got.

A. That was practically the conclusion of the interview, yes.

By Mr. OLDS:

Q. What do you mean by no field for it?

A. I mean there was no supply.

Q. Outside the General Paper Company and the International.

A. Yes, the generally recognized sources of supply.

105

Subscribed and sworn to before me this — day of July, 1905.

\_\_\_\_\_  
Special Examiner.

106

MILWAUKEE, WIS., June 27, 1905.

The hearing was resumed before the examiner pursuant to adjournment.

Present: On behalf of the petitioner, Mr. Robert E. Olds; on behalf of the defendants, Mr. James G. Flanders.

EDGAR COLEMAN, being duly sworn as a witness on behalf of the petitioner, testified as follows:

Direct examination.

By Mr. OLDS:

Q. What is your business, Mr. Coleman?

A. Publisher.

Q. Here in Milwaukee?

A. Yes sir.

Q. Of what paper?

A. Milwaukee Herald.

Q. Do you control more than one publication?

A. Yes sir.

Q. What are they?

A. An agricultural paper.

Q. What is the name of it?

A. —, Agricultural and Horticultural Journal.

Q. And the Herald is a German paper also?

A. Yes sir.

Q. How long have you been the publisher of these papers?

A. Personally, about 22 years.

Q. Have you, personally, had charge of the purchase of news print paper for the Herald Publishing Company?

A. Yes sir.

Q. For how long?

A. About 18 years.

107 Q. State the conditions under which you bought news print paper prior to 1900, with reference to the existence or non-existence of competition for your contract.

Objected to by defendants as irrelevant, incompetent and immaterial.

A. There was active competition.

Mr. FLANDERS: I move to strike the answer out for the reasons stated and as containing simply the opinion of the witness.

Q. Among what parties?

Objected to by defendants as irrelevant, incompetent and immaterial.

Mr. OLDS: That is merely a general question. I do not ask you to name them.

A. Amongst several paper mills.

Q. Located where?

A. In Wisconsin.

Q. Can you name some of them?

A. The Park Falls Paper and Pulp Company, the Wisconsin River Paper & Pulp Company, George A. Whiting, the Flambeau Paper Company—

Q. That was the successor of the Park Falls Paper & Pulp Company, was it not?

A. Yes sir. And the Nekoosa Paper Company.

Q. Did you ever buy of the Winnebago Paper Company?

A. Yes sir.

Q. The Dells Paper and Pulp Company?

A. No sir. I have reference now, of course, to print paper.

108 Q. Yes, that is all I am asking for. Did you buy paper from all of these mills that you have mentioned at one time or another?

A. Yes sir.

Q. Did they bid against each other for your contracts from time to time?

Objected to by defendants as leading, irrelevant and immaterial.

A. Yes sir.

Q. Can you give the names of the parties from whom you purchased news print paper from about 1896 down to 1900?

A. Yes sir.

Q. And also the terms and conditions upon which you bought the paper?

A. Yes sir.

Q. First I will ask you, before you do that, whether you have those contracts in your files?

A. No sir.

Q. Do you know where they are?

A. I have destroyed them.

Q. How long ago did you destroy them?

A. About three months ago.

Q. That was before they were called for or before you were called upon as a witness in this case?

A. Yes sir.

Mr. FLANDERS: Objected to as leading and putting the answer in the witness' mouth.

Q. Now, Mr. Coleman, you may go ahead and state the names of the parties whom you contracted with from 1896 down to 1900, and give the general terms of the contract with each party.

Objected to by defendants as irrelevant, incompetent, immaterial and not the best evidence.

109 A. The Park Falls Paper & Pulp Company, September 1896 to January 1, 1897, \$1.80 per 100 pounds, 3 per cent. discount.

Q. For cash?

A. For cash.

Q. 30 days?

A. 30 days. Allowance for white waste paper per 100 pounds, \$1.40. The price per 100 pounds F. O. B. mills. The Park Falls Paper & Pulp Company, January 1, 1897, to January 1, 1898, \$1.75, per 100 pounds; 3 per cent. discount for cash; \$1.75 allowed for white waste paper per 100 pounds, F. O. B. mill.

Q. Does the "F. O. B. mill" mean the allowance for white waste paper?

A. No. I should say the price per 100 pounds \$1.75, F. O. B. mill. The Wisconsin River Paper & Pulp Company, January 1, 1898, to July 1, 1898, \$1.75 per 100 pounds, 3 per cent. discount for cash, \$1.75 for white waste paper per 100 pounds, price per 100 pounds F. O. B. Milwaukee.

Q. You mean the price under the contract for the paper?

A. The price under the contract, yes sir. George A. Whiting, July 1, 1898, to January 1, 1899, \$1.75 per 100 pounds, 3 per cent. discount for cash; \$1.75 for white waste paper per 100 pounds; contract price paper F. O. B. Milwaukee. The Flambeau Paper Company, January 1, 1899, to April 1, 1900, \$1.72 per 100 pounds, 3 per cent. discount for cash; \$1.60 for white waste paper per 100 pounds, contract price sidewalk delivery.

Q. What does that mean?

A. That means plus the cartage.

110 Q. Delivered where?

A. Delivered at the sidewalk of our building.

Q. You have got down to 1900 now?

A. Yes sir.

Q. That is as far as my question went. You have given the Wisconsin River Paper and Pulp Company and George A. Whiting; were they not the same company?

A. Yes sir. What I mean is this: that Mr. Whiting was interested, as I understood, in the Wisconsin River Paper and Pulp Company, but I am not certain as to that.

Q. Does your contract read with Mr. Whiting or with the Wisconsin River Paper and Pulp Company?

A. With the Wisconsin River Paper and Pulp Company.

Q. Both times?

A. No sir. Once with the Wisconsin River Paper and Pulp Company and once with Mr. George A. Whiting.

Q. Did you have more than one contract with the Flambeau Paper Company?

A. No sir; one.

Q. And that expired April, 1900?

A. April 1900.

Q. With whom did you next make a contract for the purchase of news print paper?

A. With the Manufacturers Paper Company.

Q. When?

A. The contract was dated July 1, 1900.

Q. And ran how long?

A. To January 1, 1901.

Q. State the conditions under which that contract was made with reference to the existence or non-existence of competition.

Same objection by defendants, irrelevant, immaterial, and calling for the opinion of the witness.

111 A. There was absolutely no competition.

Mr. FLANDERS: I move to strike the answer out for the same reasons.

Q. Did you endeavor to get competing bids?

A. I did.

Q. Where? State what the endeavors were.

A. I endeavored to ascertain from what mills I could obtain a bid.

Mr. FLANDERS: I move to strike the answer out as irrelevant and immaterial.

Q. Where did you go for information?

Objected to as irrelevant and immaterial.

A. I consulted what I considered the best or at least one of the best authorities in the United States on that subject—Mr. Victor F. Lawson.

Mr. FLANDERS: I move to strike that out for the same reason.

Q. Who is Mr. Lawson?

A. He is the proprietor of the Chicago Daily News, and also interested in the Chicago Record Herald.

Q. Did you consult anybody else? Did you consult any other source of information on the subject?

Same objection by defendants.

A. I do not at this moment recollect whether it was at this time or subsequently that I consulted Mr. Don Seitz, the publisher of the New York World.

Q. Did you consult any paper brokers?

Objected to as irrelevant, immaterial and leading.

A. I did.

112 Q. Who?

A. Mr. Edward Bouer for one.

Q. E. A. Bouer, of Milwaukee?



A. Yes sir. And I may say a Mr. (I have forgotten his initials) Hertz, of Chicago.

Q. Who is Mr. Hertz?

A. He is a broker.

Q. Paper broker?

A. Yes sir.

Q. Were you able to secure from these sources any information which enabled you to secure bids for your contract outside of the bid of the Manufacturers Paper Company?

Objected to by defendants as irrelevant, immaterial, leading and calling for the opinion of the witness.

A. The only information that I was able to secure was that there was absolutely no competition.

Q. Did the General Paper Company make any bid for your contract?

A. No sir.

Q. Has the General Paper Company ever bid for your contract?

A. Not to my recollection.

Q. With whom has your contract for the supply of news print paper been made since July, 1900?

A. With the Manufacturers Paper Company.

Q. Altogether with that company?

A. Yes sir.

Q. You have given the first contract with that company, I believe, but you have not stated the terms and conditions. Will you do that now?

Same objection by defendants, irrelevant, immaterial and on the ground that the contract is the best evidence.

Mr. OLDS: In view of that objection I will withdraw the question.

113 Q. Have you the contract that you were speaking of, or is that one of those that were destroyed?

A. That is one of those that I have destroyed.

Q. Have you any of the contracts made with the Manufacturer-Paper Company?

A. The last one must be on file.

Q. Go ahead and state the prices and terms of this contract made between you and the Manufacturers Paper Company, in July 1900.

Mr. FLANDERS: Objection renewed as hereinbefore stated.

A. Manufacturers Paper Company, July 1900 to January 1, 1901, price per 100 pounds \$2.35, 3 per cent. discount for cash; 75 cents for white waste paper per 100 pounds; the contract price sidewalk delivery.

Q. At the expiration of that contract did you make another contract with the Manufacturers Paper Company?

A. Yes sir.

Q. How long did that run ?

A. From January 1, 1901, to July 1, 1901.

Q. What was the price ?

A. \$2.20 per 100 pounds, 3 per cent. discount for cash ; 75 cents per 100 pounds white waste paper, sidewalk delivery.

Q. Did you get any bids from other parties at the time that contract was made ?

A. No sir. I beg your pardon, I don't believe I understood the question. Did you mean to ask me whether I endeavored to secure—

Q. No, I asked you whether you did get any.

A. No sir.

Q. Did you make any attempt to do so ?

A. Yes sir.

114 Q. Other than you have stated already ?

A. Yes, I was in communication with the other publishers of Milwaukee, and also with Mr. Glogauer *proposition* of the Evening Post of Chicago, and with Walter Michaelis, publisher of the *Frei Presse* of Chicago.

Q. At the expiration of that contract did you make another contract with the Manufacturers Paper Company ?

A. Yes sir.

Q. How long was that to run ?

A. From July 1, 1901, to July 1, 1902.

Q. State the terms.

A. Price \$2 per 100 pounds, 3 per cent. discount for cash, 75 cents per 100 pounds for white waste.

Q. How were deliveries made under that contract ?

A. We were allowed the cartage.

Q. Delivered at your sidewalk, as before ?

A. Yes sir.

Q. Just go right ahead and give the remaining contracts with the Manufacturers Paper Company, in the same way, Mr. Coleman.

Objected to by defendants as irrelevant, immaterial; and on the ground that the contract is the best evidence.

A. July 1, 1902, to July 1, 1903, \$2.20 per 100 pounds, 3 per cent. discount for cash, 75 cents per 100 pounds white waste, f. o. b. Milwaukee. July 1, 1903, to July 1, 1904, \$2.25 per 100 pounds, no discount for cash, payments monthly ; 75 cents for white waste paper per 100 pounds, f. o. b. Milwaukee. July 1, 1904, to July 1, 1905, \$2.25 per 100 pounds, no discount for cash, payments monthly  
115 for previous month's shipment ; 75 cents per 100 pounds for white waste, f. o. b. Milwaukee.

Q. F. o. b. Milwaukee, just what does that mean with regard to the cartage ?

A. That means that we pay two cents a hundred pounds cartage to deliver it from the railroad tracks to our sidewalk.

Q. Were you able to secure bids for your contracts at any of the

times you have spoken of when you made contracts with the Manufacturers Paper Company, from July 1900, down to the last contract you have mentioned?

Objected to as irrelevant, incompetent, immaterial, leading and calling for the opinion of the witness.

A. Yes sir.

Q. What bids did you secure?

A. We endeavored to make a contract or secure a bid from the Menasha Paper Company of Menasha.

Mr. FLANDERS: I move to strike that out as not responsive to the question.

Q. When was that?

A. In 1902.

Q. Did you get a bid from that concern?

A. Yes sir.

Q. Did you make a contract with them?

A. No sir.

Q. Why not?

A. I think that I have the correspondence regarding that effort on my part to make a contract, and I would hardly want at this moment, without referring to it (it is three years since I looked at it) to give the exact negotiations.

116 Q. Well, can't you give the result of the negotiations, Mr. Coleman? That is all I want.

Objected to by defendants as irrelevant, incompetent, immaterial and calling for the opinion of the witness.

A. The results were that I was obliged to make a contract with the Manufacturers Paper Company.

Q. Was the Menasha Paper Company at that time, at the time you were negotiating with them, a member of the General Paper Company?

A. I understand not.

Q. Do you know whether they afterwards joined?

A. Yes sir.

Mr. FLANDERS: Well, don't be quite so prompt, Mr. Coleman. Leave an opportunity for me to object.

WITNESS: I would be glad to do that.

Mr. FLANDERS: That is objected to as irrelevant and immaterial.

Q. Where did you get the information?

Objected to for the same reasons.

A. I don't believe that I can positively state just where.

Q. Was it communicated to you in any way by the Menasha Paper Company?

Objected to by defendants for the same reasons, and as leading and hearsay.

A. I am not able to answer that question.

Q. What person did you negotiate with when you made these contracts with the Manufacturers Paper Company?

A. With Mr. Brocklebank, vice-president.

117 Q. Did you ever try to get a better price or better terms from the Manufacturers Paper Company.

Objected to as irrelevant, immaterial and leading.

A. Yes sir.

Q. What did you do in that connection?

Objected to as irrelevant and immaterial.

A. Well, I got down on my knees, I guess.

Mr. FLANDERS: Literally?

WITNESS: Well, just about.

Q. Go ahead and state just exactly what you did, Mr. Coleman? —not in metaphorical terms.

Mr. FLANDERS: Make it literal.

A. During the time we have been with the Manufacturers Paper Company I have repeatedly endeavored to impress upon the company that fact that the Herald was a German publication, that our sources of revenue were not as large for the same work performed that the English newspapers enjoyed; that our rates of advertising were practically one half, and that we should be treated fairly by the trust; that it was not a question of whether we wanted to pay the same price that the English papers were paying or not; that it was a matter that I could demonstrate that our income could not be as large for the same work performed. But all my efforts in every direction were absolutely futile.

Q. What I asked for more particularly, Mr. Coleman, did you make any specific attempt at all to get any reduction in your  
118 terms or conditions in your contract?

A. I did.

Mr. FLANDERS: I move to strike the former answer of the witness out as irrelevant and immaterial.

Q. Where did the paper which was supplied you under these contracts with the Manufacturers Paper Company, from July, 1900, down to date, come from?

Objected to as irrelevant and immaterial.

A. Partly from the Combined Locks and partly from the Tomahawk mills.

Q. Where is the Combined Locks mills located, do you know?

A. I am sorry to say I do not.

Q. In Wisconsin?

A. In Wisconsin.

Q. And the Tomahawk mills is located where?

A. At Tomahawk.

Q. Wisconsin?

A. Yes sir. I may say that I really was not interested where the mills were located; in fact the less I knew about them the better I was off, I thought.

Q. What was this attempt that you made to get a reduction?

Objected to as irrelevant and immaterial.

A. I asked Mr. Brockelbank, the vice-president, to arrange for a meeting between the president of the Tomahawk mill, Mr. Pride, and myself.

Q. Did he do it?

A. He did.

Q. Did you meet Mr. Pride?

A. Yes sir.

Q. Where?

A. In Chicago.

Q. Can you locate anywhere near the time?

A. I think it was sometime in June (the latter part, I should think) 1903.

119 Q. What took place?

Objected to by defendant as irrelevant and immaterial.

Q. That is, on that subject.

A. Mr. Brockelbank informed me that Mr. Pride would be in Chicago and that he had arranged for a meeting at 11 o'clock. I had a previous engagement and was unavoidably detained; and when I reached Mr. Brockelbank's office I was informed that Mr. Pride and he (Mr. Brockelbank) were at the Grand Pacific hotel, at lunch. At their request I went there and opened up the subject of our coming contract with the Manufacturers Paper Company. Mr. Pride listened to what I had to say, and it was about the same conversation I had with Mr. Brockelbank on the subject, and he positively refused to reply to anything that I said. I can scarcely remember that he said a word during the time that I spent there at lunch with them.

Mr. FLANDERS: Perhaps he was deaf and dumb.

Mr. OLDS: He was.

Q. Was that the end of your negotiations with Mr. Pride?

A. No, sir. He suddenly told me that he had an appointment for half past 2, if I remember correctly somewhere on the South Side, and he and Mr. Brockelbank left me, saying that they would meet me at 3 o'clock at Mr. Brockelbank's office. I was at Mr. Brockelbank's office promptly at 3 o'clock and found Mr. Brockelbank there. Mr. Pride, however, was absent.

Q. Did he come later?

A. He did not.

Q. Was that the end of your negotiations with Mr. Pride  
120 on the subject?

A. Yes, sir.

Q. Did you ever hear anything further from Mr. Pride on the subject?

A. No, sir; excepting that Mr. Brockelbank said that he thought he was so ashamed of himself that he would not let me hear from him.

Q. Have you ever tried to get your paper through any other broker than Mr. Brockelbank?

A. Yes, sir.

Q. Through whom?

A. Through Mr. Bouer—E. A. Bouer.

Q. What did you do in that connection?

Objected to by defendants as irrelevant and immaterial.

A. I said to Mr. Bouer one day that inasmuch as I had to pay a price that was decided upon for me, that I would prefer to have the commission spent in Milwaukee instead of in Chicago, and requested him to go down to Chicago and buy my paper at the identical price that it was offered to me by the Manufacturers Paper Company.

Mr. FLANDERS: I move to strike that out as irrelevant and immaterial.

Q. Did Mr. Bouer do that, do you know?

A. He did.

Q. Did he get the paper?

A. He did not.

Q. Do you know why?

Objected to as irrelevant and immaterial.

A. Yes, sir.

Q. Do you know where he applied to get it?

Same objection, and as hearsay.

A. Yes sir.

121 Q. Where?

A. At the office of the General Paper Company.

Q. Why didn't he get it, if you know?

Same objection by defendant.

A. Because they charged him 5 cents a hundred pounds more than the paper was offered us through Mr. Brockelbank. And I may say that Mr. Bouer said to me that they laughed when he came into the office, saying that they knew that he was after the contract for the Herald paper.

Mr. FLANDERS: That is important, if true, and I move to strike it out for that reason, and as irrelevant.

## Cross-examination.

By Mr. FLANDERS:

Q. Mr. Coleman, you said that in your futile appeal to Mr. Brockelbank, you impressed upon him the fact that the Herald was a German publication.

A. Yes sir.

Q. You have been doing that pretty generally throughout the past 20 years, not only to Mr. Brockelbank, but to the community generally, haven't you?

A. I didn't understand your question.

Q. Well, that didn't make any impression on Mr. Brockelbank that it was a German publication?

A. Not as far as the price went, no.

Q. Well, did it make any impression on him otherwise, as far as you could see?

A. Yes, I think he was visibly affected.

Q. Showed emotion?

A. Yes, he showed a great deal of concern.

122 Q. Was it concern or emotion that he showed?

A. No, concern for my personal welfare, I should judge.

Q. Oh! But the concern for your personal welfare was not sufficient to make him shade the price to a German publication?

A. The reason why this was so, is because he said that he had absolutely no power to change that price one iota.

Q. No, but if he had had the power, he would have taken into consideration the fact that it was a German publication.

A. He didn't say so.

Q. But you inferred that?

A. I wouldn't swear to that, no.

Q. You also appealed to the charitable side of his nature, on the ground that the advertisements in the Herald didn't pay more than half as much as they paid in the English papers?

A. I have never appealed to a living soul on the ground of charity, sir.

Q. Well, but you represented that fact to him? I will put it that way.

A. No, sir, I did not.

Q. Didn't you say a few minutes ago that you represented to him the fact that the prices received for advertisements in the Herald were not much more than half those received by the English papers?

A. That was a business proposition, not charity.

Q. Well, we will leave out the word "charity." You represented that to him, didn't you?

A. I did.

Q. As a reason why the price of paper should be made less to the Herald.



123 A. I will answer your question in this way: that I said to him that we were obliged to give a discount for cash to all of those with whom we did business, (I am now speaking of the advertising agencies) and that as far as I was informed every man engaged in business gave a discount for cash; that it was a practice so universal that only the fact that the output of paper was absolutely controlled warranted such an outrageous, cut-throat procedure.

Q. Well, have you got through now answering that? That is not the question I asked you. I didn't ask you what kind of a speech you made to Mr. Brockelbank, but I asked you whether you represented to him that the advertisements in the Herald were paid for at about half the rate of advertisements in English papers were.

A. Well, now, if you will kindly put your question again just as you want it answered I will give it my close attention.

Q. I put it once. Now give your close attention, and Mr. Taylor please read the question just as I put it, and if it is not comprehensible I will do my best to make it so.

The question was read by the examiner.

WITNESS: I asked him to take that fact into consideration, yes sir.

Q. As one of the reasons why the price should be less to the Herald—that the advertisements of the Herald were paid for at about half what they were paid for in the English papers?

124 A. I made that appeal—I will answer it to your satisfaction, if you will abide with me just a moment.

Q. It is a question which can be answered to my best satisfaction by yes or no. That is what it calls for.

A. Well, you will see at once it will be impossible for me to answer it yes or no. I don't recollect that I ever made that appeal before to anyone. It was only because the price was so arbitrarily based that I felt what I said to Mr. Brockelbank would be or could be taken into consideration.

Q. Well, now, you didn't hear me ask you what you had said to anybody before, did you?

A. No.

Q. Then you preferred to answer something that I didn't ask you to answering what I did ask you?

A. No, but I want to answer it—

Q. Now, I will ask you again, and put it plain and straight, and it may be answered yes or no, according to my judgment. Did you represent to Mr. Brockelbank that the fact that the advertisements in the Herald were paid for at about half what advertisements were paid for in the English papers was a reason why you should get from Brockelbank the paper at a lower price?

A. At that time.

Q. Well, I am talking of at that time.

A. Well, that is what I am talking of now.

Q. Well, now, that appeals to you, does it, as a good business proposition to Brockelbank?

A. Well, when a man has his hands on my throat and I am trying to get them off, almost anything will appeal to me.

Q. No, but to Brockelbank I am talking about.

125 A. I am talking about Brockelbank.

Q. You think that the fact that a man's income is small is a good reason for a man who is selling paper to sell it at a lower price to him, do you?

A. That is not what I said.

Q. A good business proposition?

A. I haven't maintained that, sir.

Q. Still you urged that as a reason,—that the income of the Herald was small, as a reason why he should shade the price of paper to you?

A. Well, I object to your using that expression "small" because I haven't said so.

Q. Well, then, I will put it in your own language. You used the reason that the advertisements in the Herald did not command more than half the price they commanded in the English papers as a reason why he should shade the price of paper to the Herald, didn't you?

A. At that time, yes sir.

Q. And that struck you as a good business proposition to Brockelbank?

A. I should think so, yes.

Q. It does now too, doesn't it?

A. It certainly does.

Q. Now, then, you carefully preserved all these contracts all these years, down to about three months ago, didn't you?

A. I did not.

Q. Didn't you say you destroyed them about three months ago?

A. Those that were left.

Q. Didn't you say you destroyed the contracts three months ago? Didn't you say that within thirty minutes here?

A. Such as I found, yes sir.

Q. Did you say anything about such as you found?

126 A. I don't know whether the question was asked me or not?

Q. Were you not asked where the contracts were, and didn't you say they were destroyed, and that they were destroyed about three months ago?

A. My answer is on record.

Q. Well, I am calling for your answer to this question? Can't you remember what you said thirty minutes ago?

A. I can.

Q. Well, did you so testify, or didn't you?

A. I testified that I destroyed the contracts?

Q. You didn't say anything about destroying those that were left or those that you found?

A. No, I think not.

Q. Well, now, which ones did you destroy three months ago?

A. (After referring to memorandum :) To the best of my recollection, the Flambeau Paper Company and the contracts with the Manufacturers Paper Company from July 1, 1900, on.

Q. That is, all the contracts with the Manufacturers Paper Company from July, 1900, on, except the pending one?

A. I can look over my files and will give you that answer this afternoon.

Q. Why can't you give it now? I am asking you for your recollection.

A. Because I do not know just what papers I destroyed at that time. There were a good many of them.

Q. Well, do you mean to say that some of them you have not destroyed, or that you are uncertain whether you have destroyed them or not?

A. Well, I will answer your question in this way, if it is satisfactory: I returned after an absence of seven months of illness,  
127 on the 27th of March, and in cleaning up my desk I destroyed quite a number of papers that were obsolete, that were of no use, and I remember distinctly that amongst them were some of these contracts.

Q. Well, that is as far as you can go, then, on it?

A. As far at the present time.

Q. You don't know whether you destroyed all these contracts or not?

A. I know that I destroyed contracts, paper contracts.

Q. Well, now, I didn't ask you that question. You don't know whether you destroyed all these contracts or not, do you?

A. To the best of my recollection there is only one remaining, and that is of the Manufacturers Paper Company, July 1904 to July, 1905, on file at our office.

Q. Well, I don't care whether it is on file or where it is. I ask you now whether you know that you destroyed all of these contracts or whether you don't know it.

A. I do not.

Q. All you know about it is that you destroyed some contracts?

A. Yes sir.

Q. And for all you know about it, the bulk of the contracts may be down there now somewhere?

A. No sir, I know they are not,—the bulk.

Q. Well, a considerable number of them?

A. No sir.

Q. You say that you consulted Mr. Victor Lawson and Mr. Walter Michaelis as to whether there was competition in the paper trade or not.

A. Yes sir.

128 Q. As a business man do you consider that a good way to find out whether there is competition or not,—to go and ask Mr. Victor Lawson what he thinks about it?

A. I asked him as to his experience.

Q. No, I asked you whether as a business man you think that is a good way to find out whether there is competition no not,—to go and ask Victor Lawson what he thinks about it.

A. I certainly do.

Q. You do?

A. Yes sir.

Q. And the next best way is to ask Walter Michaelis what he thinks about it?

A. The next best way is to ask Mr. Bouer, which I did.

Q. Now, then, you did get a bid from the Menasha Paper Company, didn't you, in 1902?

A. Huh!

Q. Can't you answer that question?

(After some hesitation.)

A. Yes and no.

Q. Yes and no! Well, take the "yes" side of it, and what was the price you got?

A. The same price as the Manufacturers Paper Company.

Q. Take the "no" side of it; what price was it that you didn't get?

A. He left me in doubt as to the—if you will cross that out I will say that Mr. Balleau, the secretary of the Menasha Paper Company, made a very unfavorable impression upon me.

Q. Were you asked that question?

A. Now will you repeat the question, please?

Q. I am really not interested in your impressions of the 129 Balleau family.

A. If you were interested in my financial affairs in this matter you would appreciate how I feel about it.

Q. No, I am not interested in your financial affairs, either.

A. I am sorry for that, too.

Q. I've got enough to do to attend to my own. I am interested in finding out what price the Menasha Paper Company made you, if you will be good enough to listen to the question and answer it we will get along better.

A. It was \$2.20.

Q. You also say that he didn't make any price to you. What do you mean by that?

Mr. OLDS: I don't think he said that.

A. Because it was the same price that I got paper before from the Manufacturers Paper Company, and it was the only price.

Q. And when you said, in answer to my question as to whether

the Menasha Paper Company made a price to you, yes and no, you meant yes and not no; is that right?

A. If he had made it one cent lower than the trust price I would have considered it a bid.

Q. You don't consider a price is a price unless it varies from somebody else's price?

A. From the standpoint of the Menasha Paper Company it was a price.

Q. But from your point of view it was not a price unless it differed from somebody else's?

A. It was certainly not.

130 Q. Did the negotiations with the Menasha Paper Company extend over a considerable length of time?

A. I would prefer to look over the correspondence of that time.

Q. I am not interested in the correspondence; I am asking your recollection now.

A. It was simply a question of one sample carload.

Q. Now, Mr. Coleman, I didn't ask you that question.

The question was read to the witness.

A. I think not, to the best of my recollection.

Q. What was Brocklebank's price to you at the beginning?

A. Of the first contract you speak?

Q. No, the beginning of these negotiations in 1902.

A. 1902?

Q. Yes.

A. \$2.20, sir.

Q. Didn't he at first ask you \$2.25?

A. Not to the best of my recollection.

Q. Didn't he first ask you \$2.25, and the Menasha Paper Company make an offer of \$2.20?

A. He did not.

Q. He did not what?

A. He did not make me an offer of \$2.25.

Q. What was his first offer?

A. To the best of my recollection it was \$2.20.

Q. Was there a difference between you and the Menasha Paper Company as to terms and times of payment?

A. To the best of my recollection they were identically the same as with the Manufacturers Paper Company.

Q. Where did you make that list from? (Referring to memorandum in possession of witness.)

131 A. Our cashier made that for me.

Q. When?

A. I think about two weeks ago, sir.

Q. What did he make it from?

A. From our books.

Q. What entries in your books would give the information contained there?

A. From the bills received from the mill.

Q. The bills are not your books?

A. They form a part of the books.

Q. Will you allow me to see that memorandum you have got.

A. Yes sir. (Handing memorandum to Mr. Flanders.)

Q. You have testified that you did not ask the General Paper Company to make any bids.

A. Yes sir.

Q. You asked Victor Lawson and Walter Michaelis as to the advisability of soliciting a bid from them?

A. And Mr. Bouer and Mr. Hertz.

Q. You were not willing to pay a commission to the General Paper Company; you wanted to pay it to Bouer, you said? You wanted the commission to be spent in Milwaukee?

A. Well, to be honest, I wanted to satisfy myself as to whether it was only a question of price in this whole proceeding, but I also wanted to find out whether it was not a question of source, and I accomplished that by asking Mr. Bouer to go down.

Q. Bouer represented other mills, didn't he?

A. I do not recollect just what mills he did represent, sir.

Q. Well, don't you know as a matter of fact that he represented a variety of mills? You can't have forgotten that, have you?

A. Well, not a variety of mills.

132 Q. Well, mills other than those in the General Paper Company?

A. No sir. To the best of my information he had represented the Great Northern Paper Company, but I had been informed that Mr. Bouer was making contracts with Milwaukee newspapers for the General Paper Company.

Q. Well, now, I didn't ask you that question, Mr. Coleman. I asked you whether he did not represent mills other than those represented by the General Paper Company, and you say that you were informed that he represented the Great Northern mill.

A. That he had—not that he did; that he had.

Q. Had done it when?

A. He did the first time I had conversation with him.

Q. Well, there is a contract in evidence here, offered in evidence yesterday, that was dated the 25th of January, 1902, executed by him, which showed that he contracted to deliver the product of the Great Northern mill at that time. You were dealing with him at that time, weren't you?

A. I think so, yes.

Q. And Hertz represented other mills, too, didn't he?

A. He represented one mill, if I remember correctly.

Q. Outside.

A. That is an eastern mill, but it belonged to the trust.

Q. Who did?

A. That is, I understood that he—

Q. Well, you understand a great many things, but who was it that belonged to the trust?

133 A. I say the mill that—I was given to understand that it was controlled—while it didn't form a part, yet it was controlled by the trust, that is, by the International Paper Company.

Q. What mill?

A. I think the Berlin Paper Company.

Q. Did Mr. Victor Lawson or Walter Michaelis give you to understand that?

A. He did not.

Q. Well, where did you get that information?

A. Oh, it was a matter of current report.

Q. You believe everything that is matter of current report, or that you hear?

A. Not quite.

Q. Or that is published in the newspapers?

A. Not quite.

Q. No, not all that.

A. Not always, no.

Q. According to your schedule here, the price of the Manufacturers Paper Company under your first contract was \$2.35, in July, 1900.

A. Yes sir.

Q. And in July, 1901, it got down to \$2?

A. Yes sir.

Q. That looked to you very much like an advancing price?

A. (Laughing.) I think not.

Q. You regarded this interview with Pride down there at the Grand Pacific hotel, where he would not say anything, as important, didn't you?

A. As an insult.

Q. Did you regard it as important?

A. No sir.

Q. You don't now?

A. No sir.

Q. Well, of course you didn't detail it simply for the purpose of showing that an insult was offered to you?

A. Well, it is humiliating to think about it.

134 Q. Do you think it has any bearing on the question of the alleged combination of these defendants?

A. Most certainly.

Q. You do?

A. Yes sir.

Q. It strikes you as important on that subject?

A. Yes sir, very.

Q. Did you at any time ever apply to the General Paper Company direct for a bid on your paper?

A. Yes, through Mr. Bouer.



Q. Now, can't you understand that question, Mr. Coleman?

A. Yes sir.

The question was read.

A. Well, if I send somebody to somebody that is applying direct, is it not?

Q. Well, not according to my understanding of it, no.

A. Well, it is according to mine.

Q. Well, then, I will put it in another phrase: Did you ever in person or by letter apply to the General Paper Company for a bid on your paper?

A. I wasn't foolish enough to do so.

Q. Do you think that is an answer to the question?

A. I do, most emphatically. I won't be made a fool of by a living soul if I can help it.

Q. Contracts for paper, like other commodities, are varied somewhat, I suppose, by the quantity ordered by a man or men, aren't they? In other words, a large order would be apt to get a better price than a small order?

A. Yes sir.

Q. Now, in 1903 and 1904, when you were applying for prices what was the amount that you asked to have supplied to you?

A. I haven't it in my mind—that is, I don't know.

Q. No, but approximately. Was it 100 tons a day, or 10 tons a day, or 1 ton a day, or half a ton a day, or a quarter of a ton a day?

A. I don't know.

Q. Well, you can give us some idea about it, can't you?

A. No sir, I can not.

Q. Can't tell whether it was 100 tons a day or a quarter of a ton a day?

A. I can't state the amount, no sir.

Q. I am not asking you to state the amount exactly.

A. I wouldn't want to approximate it, sir.

Q. Of course you can find out?

A. Yes sir.

Q. Find out what the amount of your consumption was in 1903 and 1904.

A. Yes sir.

Q. What was your conversation with Mr. Pride about? About the Herald being a German publication?

A. Not particularly.

Q. Well, generally?

A. No sir, not generally.

Q. Well, what was it about?

A. It was that I felt—if you will let me have that slip a minute I will tell you what it was about. (Mr. Flanders hands the memoran. to witness.) The trust was about to raise the price of our paper in four directions.

Q. How do you know what they were about to do if you never talked with them?

A. I had talked with Mr. Brockelbank about it.

Q. Oh, Mr. Brockelbank was in the trust, was he?

A. He was the man that was supplying my paper.

136 Q. Well, was he in the trust?

(No answer.)

Q. Or was he the trust?

A. He was the agent.

Q. He was the agent of the trust?

A. He was one of the agents.

Q. One of the agents of the trust, was he?

A. He was the man that got the commission.

Q. I didn't ask you anything about his commission. Great Scott! Suppose you listen to the question and answer it.

A. I am trying to follow your questions, but your questions—

Q. They are very easy to follow.

A. I am not dense at all but I find it a little difficult to get you.

Q. I didn't say you were dense. You can lead a horse to water, but you can't make him drink.

A. I am trying to get at it intelligently.

Q. I will put it this way: You said that the trust was about to raise the price of paper to be sold to you?

A. In four directions.

Q. In four directions. Now I ask you how you knew what the price was going to be, and you said that Brockelbank told you.

A. He certainly did.

Q. And I asked you if Brockelbank was the trust. Now was he or wasn't he?

A. I understood that he was the man who received a commission from the trust to sell me paper.

Q. You understood that he was a man who received a commission from the trust to sell you paper?

A. Yes sir.

137 Q. What trust?

A. The General Paper Company.

Q. You understood that?

A. I certainly did.

Q. Have you testified at all that you got paper from the General Paper Company?

A. I have not.

Q. As a matter of fact, you didn't, did you?

A. I did. I got my paper from mills that belonged to the General Paper Company.

Q. But I am not talking about what mills you got it from; you didn't buy a dollar's worth from the General Paper Company, did you? (Witness hesitates.)

Q. Can't you tell that, with that list of contracts before you?

A. My contract was with the Manufacturers Paper Company.

Q. You never had a contract with the General Paper Company?

A. No sir.

Q. For a dollar's worth of paper?

A. No sir, not directly.

Q. Quite sure about that?

A. I know positively.

Q. What made it take you so long to answer that question, then?

(No answer.) Why did you hesitate when I asked you whether you bought anything from the General Paper Company or not, when you knew you hadn't?

A. Well, I am trying to control myself and answer in a very civil, business-like way. But after a man has been robbed as I have, and then he is possibly asked to stultify himself besides, it is asking a little more than the average man wants to put up with.

Q. Now I will inform you to start with, I am not asking  
138 you to stultify yourself at all, and if I did I couldn't make you do it. All I ask you to do is to listen to my questions and answer them. And I ask you now why, when you knew you hadn't bought a dollar's worth of the General Paper Company, you hesitated three or four minutes before you answered that plain question?

A. Because the money all went to the General Paper Company.

Q. How do you know it did?

A. Because Mr. Brockelbank told me so.

Q. Then you think that is a reason for your believing that? Do you?

A. I certainly believed it.

Q. You make a contract with the Manufacturers Paper Company, and you think the money that is paid on a contract of that kind goes to the General Paper Company?

A. Because I believe the Manufacturers Paper Company was a myth.

Q. You believe the Manufacturers Paper Company was a myth?

A. I believe so, yes, as far as I am concerned.

Q. Didn't you know the Manufacturers Paper Company was a corporation entirely distinct and maintaining an agency in the city of Chicago, of which Mr. Brockelbank was the head, and controlling the output of a large number of mills? Didn't you know that?

A. No sir, I did not.

Q. The main office being in New York?

A. No sir, I do not know that.

Q. Don't know that?

A. No sir, I do not.

139 Q. Never heard that?

A. I heard that they did have a mill; it was somewhere in the East. But I was given to understand that that mill was no longer under the control of the Manufacturers Paper Company, and I was told that all that the Manufacturers Paper Company was interested in was in the commissions, absolutely.

Q. You know as a matter of fact the Manufacturers Paper Company transacted a large business in the sales of paper, did you not?

A. I did not.

Q. Didn't know that?

A. No sir.

Q. Never heard that?

A. No sir, I have not.

Q. Well, you didn't take much pains to find out about who was selling paper, did you?

A. It didn't make much difference to me under the circumstances.

Q. Well, did you take much pains to find out who was selling paper?

A. Will you repeat the question once more?

Question read.

A. Do you mean in the United States?

Q. Well, in this field out here.

A. I certainly did.

Q. Well, you only solicited bids from Mr. Bouer, Mr. Hertz and Mr. Brockelbank?

A. Well, I will tell you why,—because the General Paper Company advertised the mills that it controlled in the trade papers. There was no use in me going off and asking for bids when the General Paper Company positively published the fact that they controlled all the mills.

140 Q. Yes. Now you answer something that I didn't ask you.

The question was read.

Q. Now is that true or isn't it true, and I move to strike the last answer out as not responsive to the question, and not a proper answer. Now have you any objection to answering that question?

A. No, I will answer it if you will give me time.

Q. Well, it doesn't take a great while to say yes or no to that.

A. Well, I have answered it yes or no once before.

Q. Do you decline to answer it?

A. Not at all.

Q. Well, answer it, please.

A. Well, it was not satisfactory before, so I will try to answer it now in a little different way.

Q. It may be answered yes or no, and I will respectfully ask you to answer it yes or no.

A. I will say I did not make any attempt to get paper from the General Paper Company.

Q. Now I didn't ask you that question.

The question was read.

A. No sir, I stated before that I solicited bids from the Sheboygan Paper Company.

Q. If you said that it has escaped my recollection.

A. I certainly have.

Q. I don't remember the name of the Sheboygan Paper Company being mentioned.

A. Oh, yes, I have.

Q. When was it that you solicited bids from the Sheboygan Paper Company?

A. On two separate occasions prior to this year.

140½ Q. Well, when was it?

A. The last time it was in June, 1903—or 1904, I beg your pardon, 1904.

Q. What was the time before?

A. I can not state it this moment, sir.

Q. Well, did you get prices from them?

A. I did.

Q. Was that the Michigan Sheboygan Company?

A. Yes sir.

Q. And what were those prices?

A. Exactly the same as the Manufacturers Paper Company.

Q. Well, they were not in the trust, were they? They didn't belong to Brockelbank? Did they, or didn't they?

A. They were a so-called independent mill.

Q. A so-called independent mill?

A. Yes sir.

Q. The price was the same: how did you find that out?

A. By their telling me.

Q. By their telling you?

A. Yes sir,

Q. But their price was the same as the Manufacturers Paper Company?

A. I telegraphed—

Q. Oh, I didn't ask you about telegraphing.

A. —to allow me—

Q. I didn't ask you what you telegraphed.

A. Now you want to know so much, and I will give it to you.

Q. There is so much you know that I don't care a rap for.

A. If you could only come into my office and look over my affairs with me you would be awfully anxious to tell what you know.

Q. Well, the next vacation I will come there.

A. All right.

141 Q. But just at present I am trying this law suit and I don't care a thing about what you telegraphed.

The following question was read: But their price was the same as the Manufacturers Paper Company?

A. Identically.

Q. You have said you got paper before 1900 at \$1.75, didn't you?

A. Yes sir.

Q. And from April, 1900, to July 1900, you paid \$2.62, didn't you?

A. Those were for sample cars.

Q. Now, Mr. Coleman, why in the world can't you answer my question?

A. I say yes sir.

Q. And \$2.35. Two different purchases?

A. Yes sir.

Q. Made in the open market?

A. No sir.

Q. Why not? There wasn't any wicked trust then, in April, was there?

A. It was forming.

Q. How do you know it was forming? Did Brockelbank tell you that, or Victor Lawson, or Walter Michaelis?

A. No sir, but it was in the air.

Q. Oh, it was in the air?

A. Yes sir.

Q. Where—up in the Herald building?

A. In all the offices, sir.

Q. All the offices?

A. Yes sir.

Q. Everything that is in the air you believe, do you?

A. Not at all, sir,—not at all.

Q. You think there wasn't any open market then? You think that this wicked trust being in the air controlled the market do you?

142 A. I think that negotiations were progressing.

Q. Oh, I have no doubt you think so, but that is not the question I asked you. Now read the question to him, Mr. Examiner, and be good enough to pay close attention to it.

A. I am. I don't want to detain you, because I have an appointment and I want to get away as soon as I can.

Q. Then be good enough to listen to the question and answer it.

The question was read, as follows: You think that this wicked trust being in the air controlled the market, do you?

Mr. FLANDERS: In April, 1900.

A. I think that negotiations being in progress that the market price of paper was influenced by these negotiations, yes sir.

Q. You don't know how much the product of all these mills that went into the General Paper Company was or is, do you?

A. I do not.

Q. Do you know what the total product of print paper was or is?

A. I do not.

Q. Well, then, you paid in April, 1900, more for paper than you have ever paid since, didn't you?

A. Yes.

Q. What?

A. Yes.

Q. And more than you have ever known print paper to be since, isn't it?

A. Yes sir.

Q. And there has been a steady decline from 1900 to 1902? Wasn't there?

A. Well, there was a drop from April 1900 to July 1900.

143 Q. Oh! Now was that the question I asked you? Now be good enough to read it to him, Mr. Examiner.

A. I am very unfortunate, certainly.

Q. Well, perhaps I am unfortunate in not making my questions clear. (Question read.) Now bear in mind that I don't ask you anything about a drop from April to July, 1900, but from July, 1900, to July, 1902. Has there or has there not been a steady drop? (Witness hesitates.)

Q. That doesn't require very much mental arithmetic, does it?

A. Well, it depends on what you mean by the word "steady."

Q. Well, I will take any meaning you give to it; any meaning you have will satisfy me completely.

A. When I answer the question in my way, then you object.

Q. I will take any meaning that you give to the word "steady"—even if it should be unsteady. Now with that liberty can't you answer that question conveniently?

A. (After looking at memorandum.) Well, how can I answer that question when you know there has been a drop and a rise?

Q. Well, lots of things I don't know that you know.

A. I know, but you can read as well as I.

Q. Well, I certainly can.

A. There is a rise there. How can I say that there is a steady drop when you know that there is a rise there?

Q. Now be good enough to answer that question.

A. I don't think you are putting a question to me that is right.

144 Q. If it is not fair we will change it.

A. Well, it is not fair.

Q. Listen to the question.

A. You asked me whether I can't look and whether I can't see, and you can see for yourself that there is a rise there.

Q. I am the most liberal man in the world there. I will take your statement as to whether this question is fair.

A. You might just as well ask me whether that hat there has a black band or a white band.

Q. Well suppose you listen to the question. I will state the question. The dates, Mr. Coleman, were from 1900 to 1902. Now bear that in mind. Is there anything unfair about that question.

A. Yes sir, because you say to 1902, and here, July, 1902, there was a rise of 20 cents. Now how can there be a steady decline?

Q. I said from 1900 to 1902.

A. Well, that is what I am saying. You ask me to say something that you know I can't answer.



- Q. From 1900 to 1902 a drop from \$2.25 to \$2, wasn't there ?  
A. Yes, and it went up to \$2.20.  
Q. I am not talking about what it did afterwards.  
A. You said to me to 1902.  
Q. Didn't your contract run into 1902 ?  
A. Wasn't there a rise there ?  
Q. No, but your previous contract ran from 1901 to 1902, didn't it ?  
A. Oh ! Well, that is a different thing. Up to July, 1902, there was a steady decline.
- 145 Q. Now, we have got it after a while ?  
A. Well !  
Q. Now, before 1900, from 1893 on, there was a marked depression in business, wasn't there ?  
A. Yes sir.  
Q. And along in '94, '5, '6, '7 and '8, and really into '99, it was as bad or worse than it was in 1893, after the effects of the panic had been more marked.  
A. Well, there was a gradual improvement.  
Q. When did the improvement begin ?  
A. About '96 I should judge.  
Q. When our friend Mr. Bryan was on the carpet ?  
A. No, but things were pretty lively.  
Q. Oh, they were lively enough. Do you think business was good in about 1896—prices good ?  
A. No, they were unsteady.  
Q. Pretty low, weren't they ?  
A. No, I think not.  
Q. Prices generally. Isn't it the fact, Mr. Coleman, that about the lowest prices we had in the past decade was along in 1895, '6 and '7 ?  
A. Yes, I think that that would be right.  
Q. Yes, of course it was.  
A. I think so.  
Q. And really there wasn't any marked improvement in prices until the end of 1899 or the first part of 1900, was there ?  
A. Yes, I think you are right.  
Q. Now, 1900 was a prosperous year, wasn't it,—supposed to be, generally,—the era of prosperity ?  
A. Have you now asked me as to my own business or in general ?
- 146 Q. No, not as to your business at all ?  
A. In general I think it was very good.  
Q. And then the progression was quite steady for two or three years, wasn't it,—advancing, advancing prices, and a liberal demand,—generally, I mean ?  
A. Yes, I think the times were considered good.  
Q. And pretty much everything advanced in price, didn't it ?  
A. Yes, I think there was an upward tendency.

Q. In labor ?

A. Yes sir.

Q. As well as in other things?

A. I think so, yes.

Q. The labor that you employed, there was a decided advance, wasn't there?

A. I won't say a decided advance, but there was an advance.

Q. Well, you don't mean to say an undecided advance, do you?

A. Well, by decided I mean something that would be—that I might construe as unreasonable.

Q. I am not talking about its being unreasonable, but how much of an advance was there in the price of labor, in your business for example?

A. Well, very little, sir.

Q. Well, I didn't say that; I am not speaking of the Herald particularly, but in that line of business. I am not asking you for any secrets of your business. Wasn't there an increase of 10, 15 or 20 per cent. in the price of labor?

A. No, sir, not in our business.

Q. Well, how much?

A. Oh, I think possibly an increase of—I think 5 per cent. in our business would be about right.

Q. In the Herald business?

A. I think so, yes.

147 Q. Do you take into consideration in that estimate the fact that the hours were shorter?

A. No sir, because our hours were shortened to eight hours in 1886.

Q. 1886?

A. Yes sir. 1886. We were the first newspaper to introduce the eight-hour law in that year.

Redirect examination.

By Mr. OLDS:

Q. Aside from this last contract with the Manufacturers Paper Company, have you been able to find any of these other contracts that you have spoken of?

A. I haven't looked for them, sir.

Q. Can you look for them and let us know this afternoon what ones you have?

A. Yes sir.

Q. What ones you can find.

A. Yes sir.

Recross-examination.

By Mr. FLANDERS.

Q. You have lately closed a contract, haven't you?

A. Yes sir.

Q. With whom?

A. With the Sheboygan Paper Company.

Q. When did you close that?

A. Last Thursday, sir.

Q. And with whom did you close that?

A. With Mr. Frambach, the president of the Cheboygan Paper Company.

Q. The so-called independent mill?

A. The so-called independent mill, yes.

Q. And at what price?

A. At \$2.06, less 3 per cent. for cash.

Q. And it is still a so-called independent mill.

A. I call it so.

148 Q. Well, there isn't any doubt about it, is there, in your mind?

A. If you will let me answer the question, and you can strike it out if it doesn't suit you——

Q. No, but that is a question that can be answered by yes or no.

A. Will you repeat the question?

Question read.

Q. There isn't any doubt about it in your mind, is there? You can answer that yes or no. Either answer will suit me.

A. I am not certain at this moment whether that mill is practically an independent mill or not, sir.

Mr. FLANDERS: Well, that answers the question.

Subscribed and sworn to before me this — day of —, 1905.

Special Examiner.

149 GEORGE BRUMDER, sworn as a witness on behalf of the petitioner, testified as follows:

Direct examination.

By Mr. OLDS:

Q. What is your business, Mr. Brumder?

A. Publisher of the Germania.

Q. The Germania is a daily paper?

A. Daily and weekly paper.

Q. Published in the German language?

A. Published in the German language.

Q. Do you publish more than one paper?

A. Yes sir.

Q. What others?

A. Deutsche Warte, Rundschau, and Haus Bauernfreund.

Q. Those papers are all located here in Milwaukee, are they?

A. They are all located in Milwaukee.

Q. Do you publish any paper elsewhere?

A. Yes sir.

Q. What?

A. The Frei Presse, at Lincoln, Nebraska.

Q. Is that also a German paper?

A. A German paper.

Q. Daily paper?

A. A weekly.

Q. Is the Germania Publishing Company the company that controls all of these papers?

A. All excepting the Frei Presse.

Q. All the others are published here in Milwaukee?

A. Yes.

Q. Except the paper published in Lincoln, Neb.?

A. Yes. The Deutsche Warte is published in Chicago, but printed here.

Q. The Lincoln paper is printed in Lincoln, Neb.?

A. Yes.

150 Q. Do you personally have charge of the buying of the news print paper of these various publications?

A. Yes sir.

Q. How long have you looked after that part of it yourself?

A. Oh, the last 20 years almost.

Q. About how much news print paper do you buy annually, Mr. Brumder?

A. The last contract I made was for 6,500 tons.

Q. About how much were you buying along in 1900, say?

A. This 6,500 tons was supply for two years.

Q. That would be 3,250 tons per year?

A. Yes.

Q. Were you using approximately that amount in 1900?

A. Not quite.

Q. Not quite that amount. Prior to 1900 where did you purchase your news print paper?

A. Most all the time from Kimberly and Clark Company.

Q. During that period prior to 1900 state what the conditions were in the purchase of news print paper for your contract with reference to the existence or non-existence of competition?

Objected to by defendants as irrelevant, incompetent, immaterial and calling for the opinion of the witness.

A. In those years I generally placed a contract for one year, from year to year, and the agents of the different mills came around asking when our contract ran out and whether they couldn't get a chance to put in their bids.

Q. Can you give the names of the mills that you refer to?

A. Well, I don't recollect any more who came, but there  
151 was Davis from the Winnebago paper mill, Mr. Frambach  
from the Sheboygan Paper Company, and several others; I  
don't recollect their names.

Q. Any of the Wisconsin mills?

A. Yes. Generally we had bids from a great many different  
mills.

Q. And about how did the prices run during this period before  
1900, generally? How did they range?

Objected to by defendants as irrelevant and immaterial.

A. They varied a good deal. In 1897 was the lowest price.

Q. What was that?

A. (Referring to memorandum.) That was \$1.42½, less 3.

Q. And what was it in 1899?

A. In 1899, \$1.50 less 3.

Q. \$1.50 less 3?

A. That was from May, 1898, to May 1899.

Q. Did you have another contract from May, 1899, to May, 1900?

A. Yes sir.

Q. With whom?

A. With the Kimberly and Clark Company.

Q. What was the price on that contract?

A. \$1.60, less 3.

Q. Have you your back contracts?

A. No sir, I am sorry I have not. I have only two years, 1904  
and 1905.

Q. You have those two?

A. Yes.

Q. What became of the others?

A. I didn't want the papers and I destroyed them.

Q. You have destroyed your back papers, have you?

A. Yes, a great many old papers.

Q. Did all of the contracts that you had prior to 1900 pro-  
151½ vide for a discount for cash payment?

A. Prior to 1900?

Q. Yes, prior to 1900.

A. Yes sir.

Q. You said the price was \$1.50 less 3, and \$1.42 less 3. You  
mean by that less 3 per cent. discount for cash?

A. Less 3 per cent. discount for cash.

Q. After the General Paper Company was organized, in 1900,  
state what the condition was then with reference to competition or  
lack of competition for your contract.

Objected to by defendants as irrelevant, incompetent, immaterial,  
leading, and calling for the opinion of the witness.

A. Well, in 1901, I couldn't get any bids at all from other parties.

Q. How about these other years since then—1902, could you get any bids?

A. Yes sir.

Q. Whom did you get bids from then?

A. From the Great Northern Paper Company, through Mr. Bouer.

Q. And in 1903 did you get any bids otherwise than through the General Paper Company?

A. I did.

Q. Whom did you then get to bid on the contract?

A. I can't recollect, exactly.

Q. Did these agents of the mills who used to come around prior to 1900, as you have testified, keep coming around after 1900?

A. No sir, not in 1901.

Q. Did those agents come around in 1902?

A. Yes sir, there were several of them in my office.

152 Q. Who were they, do you know?

A. Well, I don't recollect any more.

Q. Any agents of these Wisconsin mills who were in the General Paper Company?

A. No sir.

Q. None of those. Were they agents of eastern concerns?

A. Chicago concerns.

Q. What price did you pay for paper in the contract you made in 1900?

A. That is 1900 and 1901?

Q. Yes.

A. \$2.30, less 3.

Mr. FLANDERS: That is, from the 1st of May, 1900?

WITNESS: That is from the 1st of May, 1900.

Q. With whom was that contract made?

A. With the General Paper Company.

Q. It was made with the General Paper Company in May?

A. Yes sir; it might have been closed in April, or so, I don't recollect exactly, but it ran from May on.

Q. From May to May?

A. Yes.

Q. But are you sure you made the contract with the General Paper Company?

A. I did; I was down there personally.

A. Well, I am talking about 1900; 1900 to 1901. I think perhaps you are thinking of another contract.

A. 1900 to 1901, yes, sir, I made it with the Kimberly and Clark Company.

Q. With the Kimberly and Clark Company?

A. Yes sir.

Q. And where did the paper come from under that contract?

A. I don't recollect from what mill.

Q. Well, did it come from the Kimberly and Clark mills?

153 Q. And you remitted to the Kimberly and Clark Company?

A. Yes sir.

Q. During all the time, under that contract?

A. 1900 and 1901?

Q. Yes.

A. No. Just wait. I have got another memorandum here. I remitted to Kimberly and Clark Company until August.

Q. Until August, 1900?

A. Until August, 1900.

Q. And after that where did you remit?

A. And after that I remitted to the General Paper Company.

Q. Have all your contracts since that time been made with the General Paper Company?

A. Yes sir.

Q. Up to the present time?

A. Up to the present time.

Q. And including your last contract?

A. Yes sir.

Q. What was the price mentioned in your 1901 contract, the one that you made in 1901? That is, the first contract you made directly with the General Paper Company?

A. \$2.30.

Q. Any discount for cash there?

A. 3 per cent. discount.

MR. FLANDERS: That was in May, 1901, was it?

WITNESS: That was in May, 1901.

Q. And did you have any allowance for waste paper returned in that contract?

Objected to as irrelevant and immaterial.

A. 75 cents.

Q. 75 cents per 100 pounds?

A. Per 100 pounds.

154 Q. And how were deliveries made under that contract,—in Milwaukee, or at the mill, or how?

A. In Milwaukee.

Q. At your sidewalk or at the depot?

A. No sir, at the depot.

Q. Now coming to your 1902 contract, the one you made in May, 1902: what was the price in that contract?

A. \$2.05.

Q. That was with the General Paper Company also, was it?

A. That was with the General Paper Company, less 5 and 3.

Q. Less 5 and 3—what does that mean?

A. Less 5 per cent. and 3 per cent.

Q. \$2.05, less 5 per cent. and 3 per cent.?

A. Yes.



Q. That would be less 8 per cent., wouldn't it, really?

A. No.

Q. You take off first 5, and then you take off 3 per cent. of the balance?

A. Yes, take off 3 per cent. for cash.

Q. Now that contract was made in May, 1902, you say?

A. Made in May, 1902. It may have been closed a month or two before.

Q. And the Great Northern Paper Company, I think you said, was bidding at that time?

A. The Great Northern Paper Company was bidding at that time.

Q. Through Mr. Bouer?

A. Through Mr. Bouer.

Q. Do you remember what bid you got from the Great Northern that year?

A. No, I don't.

Q. What allowance did you get for waste paper that year?

A. Always 75 cents since.

Mr. FLANDERS: Is that 1902 you are talking about now?

155 Mr. OLDS: Yes, the 1902 contract.

Q. And the deliveries were the same as before, were they?

A. The same as before.

Q. Now, you made another contract with the General Paper Company in May, 1903, did you?

A. Yes sir.

Q. What was the price under that contract?

A. \$2.25 net.

Q. Did you get bids elsewhere that year?

A. No sir, not as I recollect.

Q. And the other terms that you have mentioned were the same in that contract as in the other?

A. Ever since.

Q. The waste paper was 75 cents per 100 pounds?

A. Yes sir.

Q. And delivered at the——

A. At the depot.

Q. No discount, though?

A. No sir.

Q. Now, in 1904, you made another contract with the General Paper Company?

A. Yes sir.

Q. Was that made in May, also?

A. Also in May.

Q. Have you that contract?

A. Yes sir.

Q. Will you produce it?

A. I will.

Q. That is the one you said you still had?

A. I have got two. (Witness produces paper.)

Q. Now, these previous contracts that you made with the General Paper Company in 1901 and 1902 and 1903 were made with whom representing the General Paper Company?

A. In 1903 I closed a contract with Mr. Stuart.

Q. In your office?

A. In my office. Came to an understanding, and he went back to Chicago and sent the copy up.

156 Q. He sent the copy of the contract up, did he?

A. Yes.

Q. Did you draw a memorandum up in your office?

A. Yes sir.

Q. Did Mr. Stuart sign it?

A. Yes.

Q. Have you got the memorandum?

A. No; I am sorry I haven't got it any more.

Q. And Mr. Stuart, you say, sent the contract up after he went to Chicago?

A. Yes.

Q. Was that contract approved by any mill, that is, the contract that you got?

Objected to by defendant as incompetent, irrelevant and immaterial; the contract is the best evidence.

A. No, it was a contract made direct with the General Paper Company,

Q. And was there any other party to the contract besides you and the General Paper Company?

A. No sir.

Q. How about the contract made in 1902, with whom did you make that?

A. I can't tell exactly; I don't know who was up here in 1902. Maybe Mr. Davis.

Q. You don't remember?

A. I don't remember.

Q. Well, somebody from the General Paper Company came to your office, did they?

A. Yes, an agent from the General Paper Company.

Q. And was a contract drawn up and signed in your office?

Objected to as irrelevant and immaterial.

A. Well, a memorandum was made, put on a memorandum, and then sent the contract up from Chicago.

157 Q. Made just like the other one, by a memorandum?

A. Yes.

Q. Was there anybody to that contract except you and the General Paper Company?

Same objection by defendants, irrelevant and incompetent, and the contract is the best evidence.

A. Only the General Paper Company.

Q. Was the contract you received approved or marked with the approval of any mill?

Same objection by defendants.

A. No sir, only the General Paper Company.

Q. Now the contract that was made in 1901, do you remember whom you made that contract with, what officer of the General Paper Company negotiated it?

A. If I remember right, I am under the impression it was Mr. Stuart also, but I couldn't swear to that.

Q. Did the negotiations take place in your office?

A. In 1901, you say?

Q. Yes.

A. No, in 1901 I had to go down to Chicago. Stuart didn't come up then.

Q. So you went down to Chicago to see him?

A. I had to go down to Chicago to see him. The positions had changed.

Q. Well, had you tried that year to get any bids elsewhere at all?

A. Yes, I tried it, but I couldn't get any bids in Wisconsin.

Q. Where did you try?

A. Well, I couldn't swear now.

Q. Did you try through any brokers?

Objected to by defendants as irrelevant and immaterial.

158 A. I can't remember.

Q. This contract that was made in Mr. Stuart's office, was that drawn right up there in your presence?

Same objection, and as leading.

A. No sir, not while I was there, because we had an understanding, and then it was sent up.

Q. He sent the contract up afterwards?

A. Yes.

Q. And was that contract marked or in any way endorsed with the approval of any other party than the General Paper Company?

Same objection.

A. No.

Q. It was not. In any of these talks that you had with the officers of the General Paper Company in negotiating your contracts, has anything been said about the approval of any mills?

Objected to by defendants as irrelevant, incompetent, immaterial and leading.

A. No sir.

Q. Did that apply to all of the contracts made with the General Paper Company?

Same objection.

A. That applies to all of the contracts, yes sir.

Q. Now, this paper marked Petitioner's Exhibit 146, as I understand it is the contract that you made in April, 1904?

A. Yes sir, that is the contract I made in 1904.

159 Q. And who came to see you when that contract was made on behalf of the General Paper Company?

A. Mr. Davis.

Q. Did he come to your office?

A. He came to my office.

Q. And where was the contract made out, at your office or—

A. Well, there is a memorandum of that contract.

Q. I mean the 1904 contract; where was the contract made out?

A. It was made out in the General Paper Company's office in Chicago.

Q. And did you draw a memorandum as in the other cases?

A. Yes sir, we had a memorandum.

Q. And that was signed and delivered at your office?

A. Yes.

Q. Did you agree upon the price at that conference?

A. Yes sir.

Q. And the terms of the contract?

A. Yes sir.

Q. Did you have any bids from outside sources at the time you made this 1904 contract?

A. Yes, I suppose I had one or two, but I couldn't get any better price.

Q. You couldn't get any better price?

A. Yes.

MR. FLANDERS: When was that?

WITNESS: In 1904.

Q. Who made bids, do you remember?

Witness refers to memorandum.

Q. This is in April, 1904?

A. Yes. In 1904 I had a bid from Mr. Frambach, I suppose, of the Sheboygan Paper Company.

Q. That is the mill over in Michigan?

A. Yes. The prices were alike, but I preferred the General Paper Company.

160 Q. What is that?

A. The prices were alike.

Q. And you closed with the General Paper Company?

A. I closed with the General Paper Company.

Q. All the other terms alike?

A. Everything.

Q. Just the same. Now, in April of this year, did you make another contract with the General Paper Company?

A. I did.

Q. Have you that contract?

A. I have.

Q. Will you produce it, please?

A. Yes sir.

Paper produced by witness marked Petitioner's Exhibit 147.

Q. Who came to Milwaukee to represent the General Paper Company in negotiating this 1905 contract?

A. Mr. Davis, the sales agent of the General Paper Company.

Q. Did he come to see you more than once?

A. Yes sir.

Q. How many times?

A. Twice.

Q. When did he come the first time, do you remember?

A. February.

Q. In February?

A. This year.

Q. Did you take up the subject with him at that time?

A. Well, I wasn't quite prepared for him. We were talking in a general way about paper prices.

Q. Did you talk about terms?

A. Yes, in a general way.

Q. Did he make any price to you at that time?

A. No sir, he didn't make a positive price and I didn't make a positive offer.

Q. Well, did he name a price at which he was willing to sell you paper?

A. No, not exactly.

161 Q. Didn't start in at any price at all?

A. Well, he tried to get or he said he ought to get about \$2.20, and so on, but I was under the impression when he left that I could get it at a lower price if I had made an offer.

Q. Lower than \$2.20. When did he come to see you the second time?

A. In March.

Q. At the time this contract was made?

A. Yes.

Q. And what took place at that interview?

Mr. FLANDERS: When was that?

Mr. OLDS: In March, 1905.

A. Well, he came to my office and we were talking then about the price.

Q. What was said?

A. I began this way: I said, "All right, Mr. Davis, you didn't fix a price the last time you were here, you didn't mention price, but I was under the impression that you would accept it at  $2\frac{1}{2}$ ." I told him I was under that impression.

Mr. FLANDERS: What do you mean by  $2\frac{1}{2}$ ?

WITNESS:  $2\frac{1}{2}$ , that is \$2.12 $\frac{1}{2}$ .

Q. And what did Davis say to that?

A. Well, I told him before he could make any expression in this regard, "You can't get a contract at such a price, because I had a better offer."

Q. You told him you had a better offer?

A. Yes sir.

Q. Did you have a better offer?

A. Yes sir.

Q. From whom?

A. Well, I don't like to mention it.

162 Q. Well, I won't ask you then. Was it from any Wisconsin mill.

A. I don't suppose.

Q. You don't suppose it was. Was it through a broker?

A. I had bids from brokers and from different mills.

Q. Did you have any bid from any mill that is in the General Paper Company?

A. No, I don't suppose they belong to the General Paper Company.

Q. Well, then, you told Davis that he could not close with you at any such price as \$2.12 $\frac{1}{2}$  because you had a better bid?

A. Yes sir.

Q. What did he do then?

A. He said, "We have been friends so long I would not like to lose your contract." I said, "Make it right and I will stay with you."

Q. Did you name any price at which you would be willing—

A. Yes sir, I told him then.

Q. What did you tell him?

A. I told him if he wanted the contracts he would have to come down to 2 cents.

Q. What did he say to that?

A. He accepted it.

Q. Did you close with him at that figure?

A. I did.

Q. Did you draw up a memorandum to that effect?

A. Yes sir.

Q. Is this the memorandum written on the margin of this contract, Exhibit 146?

A. That is the memorandum Mr. Davis wrote himself.

Q. Was that drawn up at that interview and signed at the time?

A. Yes sir.

163 Q. Was the contract afterwards—

A. Sent up from Chicago a day or two afterwards.

Q. This contract Exhibit 147 is the contract that was drawn up pursuant to this memorandum on Exhibit 146?

A. Yes sir.

Q. I notice that the contract Exhibit 147 contains the price \$2.10 per 100 pounds; is that the actual price at which you were to buy the paper under the contract?

A. No sir.

Q. And attached to the contract I notice a letter from Mr. Davis, dated March 22, 1905, the same date as the contract? Was that attached at the time the contract was sent to you?

A. Yes sir, this was sent along with the contract.

Q. Sent just as it is?

A. I pinned them together.

Petitioner offered in evidence Petitioner's Exhibits 146 and 147.

Q. What talk did you have—

Mr. FLANDERS: What are these things that are pinned on?

Mr. OLDS: That is sample paper, I suppose. I don't suppose it is necessary to incorporate that in the record.

Mr. FLANDERS: No.

Q. What conversation, if any, did you have with Mr. Davis about this subject of rebating ten cents from the face of the contract?

A. Well, he made a price there of 2 cents, and when I got the contract from Chicago it was made out that way, with the letter.

Q. Made out that way. You didn't know when you got it that it was going to be put up in that form?

164 A. I don't suppose I did.

Cross-examination.

By Mr. FLANDERS:

Q. Mr. Brunder, as I remember, you said that the price in 1892 was the lowest of all?

A. Yes sir.

Q. That was \$1.42½?

A. Yes, that is when I bought.

Q. And 1898?

A. It was \$1.50. 1898 to 1899 it was \$1.50.

Q. And 1899 to 1900?

A. It was \$1.60.

Q. And 1900 to 1901 it was what?

A. \$2.30 less discount.

Q. Now take 1901 to 1902, what was it?

A. That was \$2.05.

Q. And 1902 to 1903?

A. Same price, \$2.05.



Q. And 1903 to 1904?

A. \$2.25 net.

Q. And 1904 to 1905?

A. \$2.25 net.

Q. And this new one is 2 cents?

A. Yes sir, 2 cents.

Q. That was made in March, 1905?

A. Made in March, 1905, from May this year to May next year.

Q. Now, Mr. Brumder, in all these years when you made contracts with the General Paper Company, the price they made to you was as good or better than any other price you could get?

A. It was about the same.

Q. Well, it was either the same price or better?

A. The last time, just on account of staying with the General Paper Company or with Kimberly and Clark, as we were old friends, I had a little better shade in price.

165 By MR. OLDS:

Q. I want to be sure about your contract price in 1901. Just what was that price?

A. 1901?

Q. The one that you made in 1901.

A. That was \$2.30, less 3 per cent.

Q. And the contract that was made in 1902?

A. 1901 to '02?

Q. Yes.

A. May 1900 to May 1901, \$2.30, less 3 per cent.

Q. Now May 1901 to 1902.

A. \$2.05, less 5 per cent. and 3 per cent.

Q. Then in 1902 to 1903 what was it?

A. The same price.

Q. \$2.05, less 5 and 3?

A. Less 5 and 3. I am sorry I haven't the contracts any more, because in January, 1902, until May 1903 the invoices show an advance of 5 cents. Now I don't know how that happened.

Q. The invoices show an advance of 5 cents?

A. An advance of 5 cents.

Q. From what time?

A. From January 1 until May 1.

Q. What year?

A. 1903.

Q. January to May, 1903, the invoices show an advance of 5 cents?

A. I have taken this memorandum merely from the invoices or monthly statements.

Q. Did that contract have sort of a sliding scale clause in there by which the manufacturer was to meet the market price?

A. I don't recollect.

Q. Did the invoices show an increase of 5 cents over the other price?

A. Yes.

166 By Mr. FLANDERS:

Q. In 1901 you say the price was 2.05, less 5 per cent. and 3 per cent.?

A. Yes.

Q. Well, that would bring it down to about——

A. Down to about \$1.90.

Q. Weren't those discounts given by reason of the fact that you had other bids?

A. Yes sir.

Q. What?

A. Yes sir, in 1901 to 1902.

Q. That is what I mean, that the contracts——

A. At that time I had a bid from the Great Northern.

Q. I beg your pardon, I didn't hear that.

A. I say 1901 to 1902 I had a bid of the Great Northern Paper Company.

Q. And it was by reason of that that these discounts were given, wasn't it?

A. I suppose so, because I told them I am going to pay so much; if not, I must leave them.

Q. Certainly.

A. I have to pay for my paper and I don't care who gets the money.

Q. Those were rather unusual discounts, weren't they?

A. They were; it was an unusual thing.

By Mr. OLDS:

Q. Was the contract that you made in 1901 a one year contract or a two years' contract?

A. One year contract as far as I recollect.

Q. And the one made in 1902 was a one year contract?

A. It must have been the same.

167 Q. And the only contract you made for two years is this last contract?

A. Is this last contract.

Subscribed and sworn to before me this — dat of —, 1905.

\_\_\_\_\_  
Special Examiner.

- 168 N. A. HOYT, sworn as a witness on behalf of the petitioner, testified as follows:

Direct examination.

By Mr. OLDS:

Q. Where do you reside, Mr. Hoyt?

A. In Milwaukee, Wis.

Q. What is your business?

A. I am editor of the Daily News and president of the News Publishing Company.

Q. The Daily News is a paper published daily in this city?

A. Yes sir, the Milwaukee Daily News.

Q. How long have you been editor of the Daily News and publisher of that paper?

A. About sixteen or seventeen years.

Q. Have you had charge of the purchase of news print paper used by your company in the publication of that newspaper?

A. Whenever contracts are made I always take a hand in the making of them; Mr. Parke also; we consider the thing together. Mr. Parke is the business manager. I always take a hand in the contract making.

Q. Prior to 1900 state what the conditions were in respect to the existence of competition or the lack of competition in making your contracts for the supply of news print paper.

Objected to by defendants as irrelevant, incompetent, immaterial and calling for the opinion of the witness.

A. During that period, the years preceding that, we always had competition. That is, we had manufacturers or their agents coming in seeking to sell us paper.

- 169 Q. Can you name any of the manufacturers to whom you refer?

A. We used to be called upon during that period by the Combined Locks Paper Company, of Combined Locks, Wis.; the Badger Paper Company, of Kaukauna; the Winnebago Paper Company, of Neena; Mr. Nash of the Centralia Pulp and Water Power Company called, and the Manufacturers Paper Company of Chicago.

Q. Did you receive calls from these people or people such as those you have mentioned when you came to make a contract prior to 1900?

Objected to by defendants for all the reasons stated, and as leading.

A. They would come in some time during the year or about the time we were ready to make contracts, and some would come in at periods when we were under contract, and we would tell them about the time our contract would expire and we would be glad to have them come in at that time and talk with us.

Q. Generally, of whom did you purchase paper prior to 1900 ?

Objected to as irrelevant and immaterial.

Q. That is, during the years immediately prior.

A. The Combined Locks Paper Company, the Manufacturers Paper Company, the Winnebago Paper Company.

Q. Now, after the General Paper Company was organized in 1900, what was the condition that you met with — respect to the existence or non-existence of competition in making your contracts ?

170 Objected to by defendants as irrelevant, immaterial, leading and calling for the opinion of the witness.

A. The first contract after 1900, after the formation of the General Paper Company, was made with the Great Northern Paper Company. There was competition.

Q. That is the first contract ?

A. That is the first contract we made after the formation of the General Paper Company.

Q. And when was that made ?

A. That was made in February, 1901.

Q. Now what was the competition, between what parties ?

A. The competition was between the General Paper Company (the General Paper Company was a candidate for the contract) and the Great Northern Paper Company.

Q. What took place in the process of negotiations for that contract ?

A. During the period of the negotiations for the contract the General Paper Company was represented by Mr. Reynolds. I think this initials are E. A.

Q. E. A. D. Reynolds ?

A. E. A. D. Reynolds, yes. He called at our office a couple of times in connection with it, and we looked about for competition in that connection at that time, and we learned of the Great Northern Paper Company. We learned it was just about going into commission as a mill, or just about that time.

Q. Did you find any other competitor of the General Paper Company at that time than the Great Northern ?

171 Objected to by defendants as irrelevant, immaterial and leading.

A. No, that was the only competition that we were able to learn of at that time.

Q. You say Mr. Reynolds called two or three times ; did he ?

A. He called two or three times about that period.

Q. What price did Mr. Reynolds start in at ?

Same objection.

A. I notified—if you would like to have me tell just how the transaction occurred on that contract——

Q. Just tell how the contract was let and all the circumstances surrounding it.

Objected to as incompetent, irrelevant, immaterial and leading.

A. I learned of the Great Northern competition finally through Mr. Bouer, locally here. At that time he was the representative. And I learned that Mr. Mix, who at that time was with the International, the representative of the International Paper Company at Chicago, was to leave the International and go with the Great Northern Paper Company of Maine as their agent. A meeting was arranged between Mr. Mix and myself and I went to Chicago to see him. We talked over the matter of contract and coming to some understanding. Finally, he says, "Mr. Hoyt, I will bid on your contract, only I want to know this: When are you going to be ready to talk prices?" I told him in about a week, that I  
172 would hold the matter open that long. He said at that time he would be out of the city and couldn't come to Milwaukee, but he asked me if he was not present and if he were the lowest bidder whether he would get the contract, that is other things being equal, quality of paper, etc., and I told him he certainly would; and he said, "I will take your word for it;" he said, "I will not be there and I will give you my price." He gave me the price, and I came to Milwaukee and waited, and on the day for the expiration Mr. Reynolds came to the office representing the General Paper Company. Mr. Reynolds gave me his price, and I told Mr. Reynolds there was a bid lower than his, and he was surprised to learn that such was the case. I had known Mr. Reynolds quite a time; he had previously been with the Manufacturers Paper Company, and he felt quite surprised to find out there was another bidder in the matter, and he asked me who it was. I said that I didn't feel that I should tell him that, that it was a matter of business with me, and that he was not the successful bidder of the contract. He said, "Mr. Hoyt, just wait a minute, I want to telephone to Chicago before you close that matter." First he did this: He dropped his price 5 cents a hundred, and then he dropped another 5 cents. I told him no, he couldn't get the contract. He said, "Let me call up my office," and he went to the telephone, was gone some little time and came back into my office, and he then said to me, "I am going to  
173 get this contract." He says, "I will make a price to take this contract." He then dropped another 5 cents, and I shook my head. He started in, I am quite positive, at \$2.35. He dropped down to \$2.15. I then stopped him. I said, "Mr. Reynolds, I don't care to have you bid further on this matter. I have passed my business word to the man who has bid against you in this matter, that if he were the lowest bidder he should get this contract, no matter what happened on the day of the bidding, and I shall deliver the goods. I don't hesitate to tell you that you have bid below the price set but I shall deliver the goods to this gentleman. I can't let you have this contract no matter what your bid should be."

Q. Did you make a contract with the Great Northern Paper Company?

A. I then closed the contract with the Great Northern Paper Company in a few days after that, not just on that day.

Q. How long did that contract with the Great Northern run?

Objected to as irrelevant, incompetent, immaterial and on the ground the contract is the best evidence.

A. It was made at that time for a year. This was in February. A year from February, 1901.

Q. Have you that contract?

A. That contract has disappeared some way or other. I had occasion to use it a year ago last February, I had occasion to look at it then, and I couldn't find it; I don't know what has become of it. I have looked for it in the meantime.

174 Q. That contract was for one year, you say?

A. Yes.

Q. At what price?

A. At \$2.20, less 3 per cent.

Q. Did you pay that under the contract during its continuance?

A. I paid that on that contract until July of 1901. About the middle of July Mr. Mix made a presentation to us to this effect, that if we would enter into a contract from that time on for two years and six months, making the contract period over all three years, that the price would then be adjusted at a different rate. That is, in the original contract this understanding was had, that if the market dropped we were to have the benefit of the market from \$2.20 down, and he said in July if we would do that the price would be made for the balance of the term of the contract at \$2, less 3 per cent.

Q. For two years and six months?

A. For two years and six months.

Q. If you would make a contract?

A. Yes, if that arrangement was made the price would be \$2.

Q. Did you make that arrangement?

A. The arrangement was made.

Mr. FLANDERS: That is objected to for the same reasons, on the ground that the contract is the best evidence, irrelevant and immaterial, and I move to strike the answer out for these reasons.

WITNESS: That contract was made, and it expired in February, 1904.

175 Q. And where did the paper come from under that contract, Mr. Hoyt?

Objected to as irrelevant and immaterial.

A. The bills of lading disclosed that up to within about six to eight months of the completion of the contract the paper came from



the East. Thereafter, from 6 to 8 months, the last part of the contract the bills of lading disclosed it came from Grand Rapids, Wis.

Q. What mill, do you know?

A. I don't know the name of the mill other than the Grand Rapids Paper Company.

Q. One of the mills in the General Paper Company?

A. That is my understanding of the situation.

Mr. FLANDERS: I move to strike out the last answer as irrelevant, incompetent, immaterial, and hearsay.

Q. After that contract expired what did you do with reference to getting a supply of paper?

A. We tried to renew our contract with the Great Northern Paper Company. In the meantime we had been promised by the general manager (Mr. Dillon I think his name was; he visited us at our office about a year before the contract expired)—he said that he wished to renew with us and he would renew and he would see we were treated fairly with reference to the question of price and would protect us against what he said was a closed market in this territory, that we should have competition. At the end of that time we tried to have that matter redeemed through Mr. Bouer, who informed us that it could not be done, that the Great Northern Paper Company could not renew that contract, and we then made a contract with the General Paper Company.

176 Q. Did you find any other source from which you could get paper at that time?

Objected to as irrelevant, immaterial and leading.

A. We knew of no other source to appeal to except the General Paper Company.

Q. Did you try to learn of any other source?

A. We tried to learn by making inquiry around if there was competition or a mill that we could get in on, but we couldn't find any mill.

Q. What inquiries did you make?

A. Well, those were things I didn't attend to myself particularly; Mr. Parke did that part of it, and I don't recollect just now, but he said he tried to find mills.

Mr. FLANDERS: I object to that and move to strike the answer out.

Q. You didn't make the inquiry yourself?

A. I didn't make the inquiry myself.

Q. Have you the contract you made at that time, in February, 1904, with the General Paper Company?

A. Yes, sir.

Q. Will you produce it, please?

Witness produces paper, which is marked Petitioner's Exhibit  
148.



Q. Is Petitioner's Exhibit 148 the contract of which you speak?

A. It is.

177 Q. I notice that this contract purports to be between you and E. A. Bouer representing the General Paper Company.

A. That is the way the contract was drawn, Mr. Bouer representing the General Paper Company.

Q. Was Mr. Bouer present at that time?

A. Yes.

Q. Anybody else?

A. Mr. John A. Davis was present at the time the contract was made.

Q. Of the General Paper Company?

A. Yes. It was made in Mr. Bouer's office, in the Evening Wisconsin Company. They had both waited on us previous to the signing of the contract.

Q. Was the contract made out and signed at that time?

A. It was.

Q. In the office.

A. It is written in Mr. Davis' handwriting, the body of the contract, and signed by Mr. Bouer, and by myself on behalf of the News Publishing Company.

Q. It was delivered to you at that time, was it?

A. It was delivered at that time.

Q. Was anything said at that time about getting the approval of any mill?

Objected to by defendants as irrelevant, immaterial, and leading.

A. There was not.

Q. At the expiration of this contract, in February, 1905, what did you do about getting your supply of paper?

A. We looked about to see if we could learn anything about competition again, and in that respect we had what we regarded somewhat of a nibble through a broker from Chicago.

178 Q. Did *he* broker make a price to you?

A. He quoted a price, yes.

Q. Who was the broker?

A. Cady & Company.

Q. Was the price satisfactory?

Same objection by defendants.

A. The price was one that we probably would have taken if we felt satisfied they could have delivered the paper; and on the other hand the difference between that price and the price agreed upon by the General Paper Company, with whom we made the contract, was so slight we felt that under all the circumstances and the conditions and the strength of the General Paper Company and the situation that it would be better business discretion for us to sign with the General Paper Company.

Q. And you closed the contract with the General Paper Company?

A. We closed the contract with the General Paper Company.

Q. Did you find any other source of supply than Cady & Company at that time?

A. No, there was no other.

Q. You say Cady & Company could not satisfy you that they could make delivery?

Same objection by defendants, and as leading.

A. We felt it was better discretion under all the circumstances for us to close with the General Paper Company because we were  
179 not satisfied as to where Mr. Cady would get his supply of paper, and we did not want to be caught in that respect.

Q. Have you the last contract that was made?

A. I have.

Witness produces paper, which is marked Petitioner's Exhibit  
149.

Petitioner offered in evidence Petitioner's Exhibit 148.

Objected to by defendants as incompetent, irrelevant and immaterial.

Mr. FLANDERS: Can you read that which is written on the margin?

WITNESS: "It is agreed that the contract is intended to cover publisher's supply for period mentioned but not to exceed 700 tons; settlement to be made for such tonnage only as publisher's supply for the period mentioned would require."

Q. This paper, marked Petitioner's Exhibit 149, is the contract that you last made with the General Paper Company is it?

A. Yes sir.

Q. Who represented the General Paper Company when that contract was made?

A. Mr. Davis and Mr. Bouer.

Q. They were both present, were they?

A. They were both present.

Q. Was the contract made out and signed at your conference with them?

A. It was; Mr. Davis wrote the contract and signed it for the General Paper Company, and Mr. Bouer wrote his name under. Mr.

Davis signed it, and Mr. Bouer signed it at Mr. Davis' request.  
180 Q. Was anything said about getting any approval of this contract from the mill?

Objected to for the same reasons, and as leading.

A. There was not.

Q. Did you discuss with Mr. Davis at this time the subject of prices?

A. We did.

Q. And just what was that discussion ?

A. The price finally agreed upon was \$2.20 a hundred. He had asked \$2.25, net that was, both prices, and we had a better price, a little better than \$2.20 from Cady & Company ; we told them we had a better bid than that (didn't tell them from whom). We negotiated back and forth, and Mr. Davis made the remark that possibly a little better price than that could be made if the contract were to extend over more than a year, and that question was considered ; we offered him a two years' contract, and asked him what price he would make. He and Mr. Bouer retired from the office where Mr. Park and I were sitting, they went out and came back and said they would make a price of \$2.20. We asked them about that price ; we said we didn't want an inside cinch on anybody in competition with us, that we wanted to pay the same price that others were paying for paper, we didn't ask for an inside price against anybody, but did ask a price that would not put us at a disadvantage with our competitors in the same field we circulated, in our jurisdiction here as publishers, and we must have a price that would conform to that, and Mr. Davis gave us to understand when we agreed on that price of \$2.20 that there would be no better price in this jurisdiction than that.

Mr. FLANDERS : I move to strike out the latter portion of the witness' answer as to what Mr. Davis gave him to understand, as hearsay, irrelevant and immaterial.

Q. Did Mr. Davis say that ?

A. Mr. Davis said that we would be protected against anybody in our jurisdiction having a better price than we were getting.

Q. Has this contract ever been modified since it was made ?

A. No.

Q. Since the General Paper Company was organized have any of these Wisconsin mills made any bids for your contract, that is, the mills that are in the General Paper Company ?

Objected to as irrelevant and immaterial.

A. I have just this knowledge touching that point : I understood from Mr. Cady—

Q. Well, I don't ask you to give what you heard from other people ; I mean bidding on your contract.

A. No, none of them came to the office at all.

Cross-examination.

By Mr. FLANDERS :

Q. What was it you understood from Mr. Cady ?

A. Mr. Cady told me about the Cheboygan mill, that he was figuring to get some paper from that ; that it had been a member of the General Paper Company but had left and gone out, and that it expected to be where it could furnish paper to the trade.

Q. When was it that he told you that?

A. The latter part of January.

Q. This year?

A. This year, yes.

Q. Now, Mr. Hoyt, you are the editor in chief of the News, are you not?

A. Yes.

Q. And have been since its organization?

A. Yes.

Q. And your time is mostly devoted to the editorial department of the business, is it not?

A. Generally speaking; I generally supervise on business matters.

Q. But such connection as you had with the purchase of paper was practically after Mr. Parke had looked it up?

A. Generally speaking. Sometimes it is. Sometimes he called me in just as soon as the contract. I always step in whenever we make a contract for paper.

Q. Yes, but down to the time the thing culminates you leave it to him as a rule, don't you?

A. Generally, people coming into the office, they go to Mr. Parke; if he is not there they come to me.

Q. But as a rule they would go to him?

A. Yes; they would ask for the business man.

Q. It is in his department?

A. It is in his department, primarily.

Q. And you didn't yourself take any steps to get any bids on any of these occasions, did you,—personally?

A. Oh, not since the organization of the General Paper  
183 Company. Mr. Bouer came to the office often to see me.

Previous to that I used to attend to the correspondence, previous to 1900.

Q. I mean previous to 1900.

A. Always see Mr. Bouer on the contract question.

Q. But you didn't yourself, personally, take any steps to get any bids outside, such as came from Mr. Bouer and the General Paper Company?

A. I did no correspondence, or anything of that kind.

Q. Or see anybody else?

A. Sometimes, if they came to the office.

Q. Well, did you as a matter of fact see anybody else about bids besides Bouer and the General Paper Company?

A. I remember Mr. Nash coming to see me once and having quite a talk with me.

Q. That was since 1900?

A. No, I guess that was prior to 1900.

Q. Since 1900 have you seen anybody except the General Paper Company and Bouer?

A. No. Oh, yes, I saw Mr. Cady and his representative.

Q. That was last winter?

A. That was last winter, yes.

Q. He came to see you?

A. Yes; the representative came first, and then Mr. Cady himself came.

Q. But you didn't, yourself, actually bestir yourself to get any bids from anybody, did you?

A. No.

Q. Whatever was done in that direction, if anything, was done by Mr. Parke?

A. Yes.

184 Q. Then, of your own knowledge, you don't know whether there was any other source from which paper could have been obtained, or not, do you?

A. I had no contact other than just what I have testified to.

By Mr. OLDS:

Q. If there had been any other bids on your contract, or anybody writing you offering paper, you would have known about it, would you?

Objected to by defendants as irrelevant, immaterial, incompetent, leading and suggestive.

A. It would have been called to my attention, yes.

Subscribed and sworn to before me this — day of —, 1905.

Special Examiner.

By consent of all parties, the hearing was adjourned until July 6, 1905, at 10. a. m., at Milwaukee, Wis.

185

Mr. Flanders.

In the Circuit Court of the United States for the District of Minnesota, Third Division.

THE UNITED STATES OF AMERICA, Petitioner, }

vs.

GENERAL PAPER COMPANY ET AL., Defendants. }

Testimony of E. T. Harmon.

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Direct examination.....	645
Cross examination.....	660
Re-direct examination.....	
Re-cross examination .....	

ROBERT S. TAYLOR,  
Special Examiner.

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MILWAUKEE, THURSDAY, July 6, 1905.

By consent of all parties the hearing before the examiner was adjourned until July 7, 1905, at 10 a. m.

MILWAUKEE, FRIDAY, July 7, 1905.

The hearing before the examiner was resumed at No. 314 Federal building, at 10 a. m.

Present: On behalf of the petitioner, Mr. Kellogg and Mr. Olds; on behalf of the defendants, Mr. Flanders and Mr. Fawcett.

E. T. HARMON, being duly sworn as a witness on behalf of the petitioner, testified as follows:

Direct examination.

By Mr. OLDS:

Q. What is your business, Mr. Harmon?

A. I am a manufacturer of paper.

Q. At the present time?

A. I am interested in the manufacture of paper.

Q. What company are you interested in at the present time?

A. I am interested in the Merrill Paper Manufacturing Company and the Centralia Pulp and Water Power Company.

Q. Is the Merrill Paper Manufacturing Company a concern doing business at the present time?

A. No sir; they have not started yet.

Q. It is a new concern?

A. It is a new concern.

Q. And what is your interest in the Centralia Pulp and  
187 Water Power Company?

A. You mean in dollars and cents, or—

Q. Oh, no; just as stockholder or officer.

A. I am a director.

Q. You are a director in that company?

A. Yes sir.

Q. And, I presume, also a stockholder?

A. Yes sir.

Q. Have you ever been connected with the General Paper Company?

A. I have.

Q. In what capacity?

A. As a director.

Q. Have you held any other office in that company?

A. No sir.

Q. You have been a stockholder, have you?

A. Yes sir.

Q. And have you been connected with any of the other constituent mills of the General Paper Company other than the Centralia Pulp and Water Power Company?

A. Yes sir.

Q. What mills?

A. The Grand Rapids Pulp and Paper Company.

Q. And what has been your connection with that company?

A. I was manager.

Q. Any other office that you held?

A. I was president.

Q. President and manager. How long were you president and manager of the Grand Rapids Pulp and Paper Company?

A. About five years I think.

Q. Beginning when?

A. March 5, 190— No, I wasn't president at that time. First, as manager. I took the mill March 5, 1900.

Q. And you continued to be manager how long?

A. Up to the 5th of last month.

Q. And when did you become president of the Grand Rapids Pulp and Paper Company?

188 A. I think that was in January, 1901.

Q. How long did you hold the office of president?

A. From that time up to the 5th of June.

Q. Of this year?

A. Yes sir.

Q. How long were you a director of the General Paper Company?

A. I am still a director.

Q. You are still a director?

A. Yes sir.

Q. And you have been a director from the organization of the company to the present time, have you?

A. Yes sir.

Q. What grades of paper has the Grand Rapids Pulp and Paper Company manufactured during the time that you have been connected with it?

A. Print and wall paper.

Q. News print and wall paper?

A. Yes sir.

Q. Wall paper is otherwise known as hanging or hanger paper, is it not?

A. Yes sir.

Q. Have you manufactured any other grades?

A. No.

Q. How has the output of the Grand Rapids Pulp and Paper Company been sold during the time that you have been connected with the company?

A. Well, from March 5, 1900, to the 1st of August I sold the product, and from that time on it was sold by the General Paper Company.

Q. From August 1st on it has been sold by the General Paper Company?

A. I think that is the date, about.



Q. Under contract made between the Grand Rapids Pulp and Paper Company and the General Paper Company?

A. Yes sir.

189 Q. Taking, for example, the year 1904, state in detail just how the product of the Grand Rapids Pulp and Paper Company, so far as hanging paper or wall paper is concerned, was sold through the General Paper Company, having particular reference to the price and how the price was made.

Mr. FLANDERS: That is objected to as irrelevant, incompetent, immaterial, and for the further reason that the witness has stated that the contract is in writing, and the contract is the best evidence. The contract is in writing, isn't it?

WITNESS: Yes sir.

The question was read to the witness.

A. I couldn't answer any different than the wording of the contract.

Q. Was there a fixed or flat price at which your hanging paper was sold during the year 1904 through the General Paper Company, as between the General Paper Company and the Grand Rapids Pulp and Paper Company?

Objected to by defendants as irrelevant, incompetent, immaterial, for the reason that the contract is the best evidence, and as leading.

A. It was sold according to contract.

Q. Well, the contract, Mr. Harmon, made no mention of the prices at which the paper was to be sold, did it?

Mr. FLANDERS: That is objected to as stating a fact not in accordance with the evidence. The contract expressly provides that the orders are subject to the approval of each mill,—prices and customers and everything else.

190 Q. I am not talking about the prices and everything else. Did the contract make any mention of the exact price at which the paper was to be sold?

Same objection by defendants, and on the ground that the paper is the best evidence, and as leading.

A. I can't answer it any different than the contract—the wording of the contract.

Q. Did the Grand Rapids Pulp and Paper Company have any arrangement with the General Paper Company during the year 1904 with reference to a fixed or flat price for hanging paper sold during that year, as between the two companies?

Same objecting by defendants, and as leading and on the ground that the contract is the best evidence.

A. I refuse to answer that under the advice of the attorney.

Q. Well, your attorney hasn't advised you not to answer, Mr. Harmon.

A. I am a little previous yet.

Q. I am not sure that he is your attorney ; I am not informed that he is.

A. Well, being a member of the General Paper Company I assume that he is my attorney still.

Q. Do you refuse to answer that question ?

A. Yes.

Q. What price did the Grand Rapids Pulp and Paper Company get for the hanging paper which it sold (per 100 pounds) during the year 1904 ?

Objected to by defendants as irrelevant, incompetent and immaterial.

A. We received the price that is named in the contract.

191 Q. I beg your pardon.

A. We received the price named in the contract.

Q. In what contract ?

A. The contract with the General Paper Company.

Q. You mean to say, Mr. Harmon, that the contract between the Grand Rapids Pulp and Paper Company and the General Paper Company named a specific price for which its hanging paper was to be sold ?

A. Well, yes.

Q. I show you Petitioner's Exhibit 54 in this case, which is a copy of the contract between the Grand Rapids Pulp and Paper Company and the General Paper Company, which was in force during the year 1904 prior to the renewal in December of that year, and I ask you, Mr. Harmon, if you will point out to me what you mean when you say that the contract states the price at which hanging paper was to be sold.

A. Is this a copy of the contract with the General Paper Company ?

Q. A copy of the contract, yes.

A. Well, I don't know as I would find it in here. The special contracts for different orders, that is a wall paper contract ; it is not all on the same form.

Q. Oh, there were other contracts between the General Paper Company and the Grand Rapids Pulp and Paper Company ?

A. No it is not the same wording ; there is no other contract.

Q. What do you mean ?

A. The wording might be a little different.

Q. The wording between what contract and this contract ?

192 A. Is this between the General Paper Company—

Q. The General Paper Company and the Grand Rapids Pulp and Paper Company.

A. No.

Q. Well, you said that that contract stated a specific price at which hanging paper was to be sold. Now is that true ?

A. Well, I will have to go back on that. Of course it varies with the different sales.

Q. It varies with the different sales?

A. Yes.

Q. Was there any arrangement between the Grand Rapids Pulp and Paper Company and the General Paper Company with relation to the amount or price with which the Grand Rapids Pulp and Paper Company was to be credited for hanging paper, per 100 pounds, sold, during the year 1904?

Mr. FLANDERS: That is objected to as irrelevant, incompetent and immaterial, and the witness is advised that he need not answer that question.

WITNESS: I refuse to—

Mr. FLANDERS: You adopt that advice, do you, Mr. Harmon?

WITNESS: Yes.

Q. You refuse to answer, do you, Mr. Harmon?

A. Yes, under the advice of counsel.

Q. Was there not a stated or fixed price for hanging paper at which the Grand Rapids Pulp and Paper Company was to be credited in the first instance, as between the General Paper Company and the Grand Rapids Pulp and Paper Company?

193 Mr. FLANDERS: That is objected to as irrelevant, incompetent and immaterial, and the witness is advised that he need not answer that question.

Q. You decline to answer the question?

A. Yes, under advice of my attorney.

Q. Was there not an arrangement between the General Paper Company and the Grand Rapids Pulp and Paper Company whereby the mill was to be credited with a fixed or flat price for hanging paper during the year 1904 and was to receive subsequently its proportion of the amount over and above that fixed price at which the General Paper Company might sell that paper?

Mr. FLANDERS: Same objection, and I give the witness the same advice.

A. I refuse to answer under the advice of the attorney.

Q. Was not the surplus or excess above a certain flat or fixed price for hanging paper sold by the General Paper Company or through the General Paper Company divided up among the mills making hanging paper in proportion to their output?

Mr. FLANDERS: Same objection, and I give the witness the same advice.

A. I refuse to answer on advice of my attorney.

Q. You decline to answer, do you?

A. Yes sir.

Q. I ask you the same question with reference to the year 1903.

Mr. FLANDERS: I make the same objection and give the witness the same advice.

A. I decline to answer.

Q. You decline to answer, do you?

A. Yes.

194 Q. I ask you the same question with reference to the year 1902.

Mr. FLANDERS: I make the same objection and give the witness the same advice.

A. I decline to answer.

Q. I ask you the same question with reference to the year 1901.

Mr. FLANDERS: Same objection, and I give the witness the same advice.

A. I decline to answer.

Q. And during the year 1900.

Mr. FLANDERS: I make the same objection and give the witness the same advice.

A. I decline to answer.

Q. Did not all of the mills manufacturing hanging paper receive a credit of a certain fixed amount or price per 100 pounds for such paper, from the General Paper Company, and receive a dividend comprising its share of the surplus over and above that flat price at which the General Paper Company might sell the product?

Mr. FLANDERS: I make the same objection and give the witness the same advice.

A. I decline to answer.

Q. Did not each mill making the General Paper Company its selling agent receive from the General Paper Company a fixed price for its product,—a price equal to all of the mills manufacturing the grade of paper in question, and subsequently receive a proportion of all that might be realized by the General Paper Company through the sale of that paper above that price?

195 Mr. FLANDERS: I make the same objection and I give the witness the same advice.

A. I decline to answer.

Q. Was not all of the balance realized above a fixed price for paper distributed among the mills in the General Paper Company in proportion to their output?

Mr. FLANDERS: I make the same objection and give the witness the same advice.

A. I decline to answer.

Q. Did not the General Paper Company take from the constituent mills the paper manufactured by them at a fixed or stated price,  
20—385

and then was not the balance realized above that price through the sale of the paper distributed among the constituent mills in proportion to their output, so as to equalize the prices as among the constituent mills?

Mr. FLANDERS: I make the same objection and give the witness the same advice.

A. I decline to answer.

Mr. FLANDERS: And I make the special objection to the counsel assuming a fact not proven in the case, and as not in accordance with the fact in speaking of the constituent mills. There is not a particle of evidence in the case to show there are any constituent mills, and as a matter of fact there are no constituent mills.

Q. Mr. Harmon, by the term "constituent mills" I refer to 196 to the mills which have made General Paper Company their exclusive selling agent. Taking the term in that sense I repeat the question.

Mr. FLANDERS: And I repeat the objection, and I give the witness the same advice, and I respectfully suggest that when the counsel puts a question he put it in accordance with his understanding as he stated it now.

A. I decline to answer.

Q. I ask you the same question as the last question with particular reference to news print paper.

Mr. FLANDERS: I make the same objection and I give the witness the same advice.

A. I decline to answer.

Q. Is all of the news print manufactured by the Grand Rapids Pulp and Paper Company sold through the General Paper Company?

A. Yes sir.

Q. And do you know where it was sold?

A. Yes.

Q. Where during the year 1904?

A. I couldn't tell you now; I don't remember.

Q. Have you any recollection at all?

A. No, I don't remember where it was sold. That is, in 1900?

Q. 1904.

A. 1904?

Q. This last year.

A. Well, there are different contracts; Denver Post, Register and Leader —

Q. What is that?

A. The Register and Leader, of Des Moines. Do you want the wall paper or just the print?

Q. Well, give the print first.

197 A. Well, that is all that I remember.

Q. Any other Denver papers?

A. The Denver Post.

Q. Any other Denver paper besides the Post?

A. No.

Q. Now about the wall paper; do you remember where you sold that during the year 1904?

A. Yes sir.

Q. Where?

A. We sold the Auderbert wall paper mills at Summerdale.

Q. What other mills?

A. Chicago wall paper mills, Chicago. The Star wall paper mills, Joliet.

Q. Has all that hanger-paper that you sold since the organization of the General Paper Company been sold directly through the General Paper Company?

A. Has all of it?

Q. Yes.

A. I think it has.

Q. During the years 1901, 1902, 1903 and 1904?

A. It was all passed through the General Paper Company.

Q. Was not the news print paper manufactured by the Grand Rapids Pulp and Paper Company sold through the General Paper Company or to the General Paper Company at a fixed or stated price per 100 pounds?

Mr. FLANDERS: I make the same objection, and also as leading, and I give the witness the same advice.

A. I decline to answer.

Q. State whether or not the General Paper Company did not take the news print paper manufactured by the Grand Rapids Pulp and Paper Company at a fixed and stated price.

Mr. FLANDERS: I make the same objection, and also as leading, and I give the witness the same advice.

198 A. I decline to answer.

Q. Did not the General Paper Company take the news print paper manufactured by the mills of which it was the exclusive selling agent at a fixed and stated price?

Mr. FLANDERS: I make the same objection, and also on the ground that it is leading, and I give the witness the same advice.

Q. Did not the General Paper Company take news print paper manufactured by the mills of which it was the exclusive selling agent at a stated price, and was not the balance realized from the sale of such paper over and above that stated price divided among those mills making news print paper in proportion to their output, so as to equalize the price among such mills?

Mr. FLANDERS: Same objection, and as leading, and I give the witness the same advice.

A. I decline to answer.

Q. I ask you that question with particular reference to the year 1900.

Mr. FLANDERS: I make the same objection, and also as leading, and I give the witness the same advice.

A. I decline to answer.

Q. The same question with reference to the year 1901.

Mr. FLANDERS: Same objection and the same advice.

A. I decline to answer.

Q. And with reference to the year 1902.

Mr. FLANDERS: Same objection and same advice.

199 Q. And with reference to the year 1903.

Mr. FLANDERS: Same objection and same advice.

A. I decline to answer.

Q. And the year 1904.

Mr. FLANDERS: Same objection and same advice.

A. I decline to answer.

Q. And the year 1905.

Mr. FLANDERS: Same objection and same advice.

A. I decline to answer.

Q. Do the books of the Grand Rapids Pulp and Paper Company show whether or not the paper, both hanging and news print, manufactured by that company, was disposed of through the General Paper Company at a fixed or stated price.

Mr. FLANDERS: Same objection, and also on the ground that the books are the best evidence, and I give the witness the same advice.

A. I decline to answer.

Q. Do the books of the Grand Rapids Pulp and Paper Company show or give any information as to whether or not the Grand Rapids Pulp and Paper Company received from or through the General Paper Company, either directly or indirectly, any credit representing a proportion received by the Grand Rapids Pulp and Paper Company of the balance realized over and above a fixed and stated price for paper manufactured by that company?

Mr. FLANDERS: Same objection and the same advice.

200 A. I decline to answer.

Q. Who is the president of the Grand Rapids Pulp and Paper Company at the present time?

A. I don't think they have any.



Q. Who is secretary?

A. William Scott.

Q. Who is the manager?

A. I think it is Mr. Simons.

Q. What are his initials?

A. I don't know. The gentleman over there could tell you.

Q. Who has charge of the books of that company?

A. Mr. Slaughter.

Q. What are his initials?

A. L. M.

Q. In what capacity is he connected with the Grand Rapids Pulp and Paper Company?

A. He is a book-keeper.

Q. How long has he been a book-keeper?

A. Oh, it is about a year, I think.

Q. Who was in charge of the books, that is, in immediate charge of them, prior to the time that Mr. Slaughter took charge of them?

A. Mr. Schnabel.

Q. And how long did he have charge of them?

A. From the commencement of the mill, from the time it commenced running; I think it must have been seven or eight years, seven years at least.

Q. He was book-keeper, was he?

A. Yes sir.

Q. Where is he now?

A. He is in Grand Rapids.

Q. Does he work for the Grand Rapids Pulp and Paper Company?

A. No sir.

Q. What is his business?

A. He is a book-keeper.

Q. For some other company?

A. Yes sir.

201 Q. State whether or not there was any arrangement or understanding among the mills manufacturing hanging paper, or among those mills and the General Paper Company, whereby the prices which each mill should receive for hanging paper were equalized.

Mr. FLANDERS: Same objection, and I give the witness the same advice.

A. I decline to answer.

Q. I ask you the same question with reference particularly to news print paper.

Mr. FLANDERS: Same objection, and I give the witness the same advice.

A. I decline to answer.

Mr. OLDS: I think we will suspend the examination of this witness at present until we can get answers to these questions.

Cross-examination.

By Mr. FLANDERS:

Q. Mr. Harmon, every order that the mill filled, every order that the General Paper Company secured for the mill with which you were connected, which was filled by your mill, was accepted by your mill, wasn't it?

A. Yes sir.

Q. And those orders and acceptances are in writing?

A. Yes sir.

Q. You are a stockholder and also a director in the Centralia Pulp and Water Power Company, are you not?

A. Yes sir.

202 By Mr. KELLOGG:

Q. Will you produce those orders and acceptances?

Mr. FLANDERS: I represent the Centralia Pulp and Water Power Company in this case, and I say to you now that if those are required to be produced they will be produced, but they will not be submitted to your inspection.

Mr. KELLOGG: Will they be produced so that we can put them in evidence?

Mr. FLANDERS: No sir, they will not.

Q. Will you produce those orders which Mr. Flanders referred to, before the examiner, so we may put them in evidence?

Mr. FLANDERS: You need not answer that question, Mr. Harmon. I have notified the counsel upon the other side, and I repeat it, that if he calls for those contracts to be produced here they will be brought here, but they will not be submitted to his inspection in the present state of the record.

Q. Do you decline to answer that question?

Mr. FLANDERS: I advise you not to answer that question. They are not in your control.

Mr. KELLOGG: I want the witness to say whether he will answer or not.

WITNESS: I decline under the advice of my attorney.

Q. Have you given all the excuses you desire to give for not answering this question, Mr. Harmon?

202-230 Mr. FLANDERS: You need not answer that question, Mr. Harmon. I advise you you need not answer that question.

Q. Do you decline to answer?

A. I decline to answer.

Mr. KELLOGG : We ask to suspend the examination of this witness pending an application to the court to compel the witness to answer these questions.

Mr. FLANDERS : We haven't any objection to the suspension as long as you don't suspend the counsel.

Mr. KELLOGG : Oh, we won't suspend you.

Petitioner offered in evidence Petitioner's Exhibit 150, and it is admitted that the same is a correct list of the individuals to whom stock was issued with the names of the corporations, respectively, represented by said individuals, the dates of the issuance of the stock to said individuals for their respective corporations, together with copies of all outstanding certificates of stock and of the endorsements thereon and assignments thereof, which the defendants agreed and consented to produce in their statement on page 268 of the type-written record.

Petitioner also offered in evidence Petitioner's Ex. 149.

Objected to by defendants as irrelevant, incompetent and immaterial.

Hearing adjourned until July 8, 1905, at 10 a. m.

\* \* \* \* \*

No. of certf.	Date issued.	No. of sh-res.	To whom issued.	How located.	How endorsed.	Corporations represented by certificate holder.
1	1901.	125	J. A. Kimberly. }	Out.....	To K. & C. Co.....	Kimberly & Clark Co.
2	Dec. 31	84	J. C. Kimberly. }	Canc'l'd.	".....	"
3	"	5	H. Babcock.....	Out.....	".....	"
4	"	86½	J. S. Van Nortwick.....	".....	½ to Wm. Van Nortwick.	Combined Locks Pa. Co.
5	"	37½	C. W. Howard.....	".....	Not endorsed.....	C. W. Howard Co.
6	"	60	L. M. Alexander.....	".....	Blank.....	J. Edwards Mfg. Co.
7	"	97½	T. E. Nash.....	".....	".....	Nekocosa Paper Co.
8	"	33½	F. Garrison.....	".....	".....	Centralia Pulp & Water Power Co.
9	"	20½	E. T. Harmon.....	".....	".....	Grand Rapids Pulp & Paper Company.
10	"	22	".....	".....	".....	Wisconsin River Paper & Pulp Company.
11	"	35	G. A. Whiting.....	".....	Not endorsed.....	Wausau Pa. Mills Co.
12	"	25	C. A. Babcock.....	".....	".....	Tomahawk Pulp & Pa.
13	"	45	W. L. Edmonds.....	".....	".....	Dells Paper & P. Co.
14	"	15	A. M. Pride.....	".....	".....	Falls Mfg. Co.
15	"	75	D. R. Davis **.....	Canc'l'd.	".....	Hennepin Pa. Co.
16	"	36	E. A. Edmonds ***.....	".....	Not endorsed.....	General Paper Co.
17	"	22½	B. F. Nelson.....	Out.....	Blank.....	Itasca Paper Co.
18	"	1	W. Z. Stuart.....	".....	Not endorsed.....	Northwest Paper Co.
19	1902.	1	A. C. Bossard.....	".....	Blank.....	Itasca Paper Co.
20	Jan. 23	60	C. I. McNair.....	".....	Not endorsed.....	Petoakey Fib. Pa. Co.
21	Apr. 10	29	A. C. Bossard.....	".....	".....	Riverside F. & P. Co.
22	May 22	21	F. M. Aiken #.....	Canc'l'd.	Not endorsed.....	Wolf River Pa. & F. Co.
23	Jul. 22	28	W. B. Murphy.....	Out.....	".....	Menasha Paper Co.
24	Dec. 9	28	F. D. Naber.....	".....	Blank.....	Flambeau Paper Co.
25	"	54	M. H. Ballou #.....	Canc'l'd.	".....	"
26	"	27	E. P. Sherry.....	Out.....	".....	"
27	"	1	E. A. D. Reynolds.....	".....	".....	"
28	1903. 1	75	W. L. Davis **.....	".....	".....	Dells Pa. & P. Co.
	Nov. 1					

29	Nov. 30	44	J. C. Kimberly *.....	"	Over to K. & C. Co.	Kimberly & Clark Co.
30	"	4	F. J. Sensesbrenner *.....	"	Blank...	Petokey F. Pa. Co.
31	Dec. 31	21	L. H. Cheeseman ##.....	"	Not endorsed.....	Falla Mfg. Co.
32	1904.	34	E. A. Edmonds ***.....	"	"	"
33	Dec. 13	1	J. H. Delbridge ***.....	"	"	Consolidated Water Power & Paper Co.
34	"	1	Geo. W. Mead ***.....	"	"	Menasha Paper Co.
35	"	53	M. H. Ballou ##.....	"	"	"
36	"	1	S. E. Smith ##.....	"	"	"

\* Certificate No. 2 cancelled and certificate- numbers 29 and 30 issued in place thereof.

\*\* Certificate No. 15 cancelled and certificate number 28 issued in place thereof.

\*\*\* Certificate No. 16 cancelled and certificate- numbers 32, 33 and 34 issued in place thereof.

# Certificate No. 22 cancelled and certificate number 31 issued in place thereof.

## Certificate No. 25 cancelled and certificate- numbers 35 and 36 issued in place thereof.

## 232 "Incorporated under the Laws of the State of Wisconsin."

Number 1. General Paper Company. Shares, 125.  
Capital Stock, \$100,000.00.

This certifies that J. A. Kimberly is the owner of one hundred & twenty-five shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this — day of — A. D. 190—.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received I hereby sell, assign and transfer unto Kimberly & Clarke Co. (125) shares of the capital stock represented by the within certificate and do irrevocably constitute and appoint — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated Jan'y 25, 1902.

In presence of J. A. KIMBERLY.

F. J. SENSENBRENNER.

"Incorporated under the Laws of the State of Wisconsin."

Number 2. General Paper Company. Shares, —.  
Capital Stock, \$100,000.00.

This certifies that — is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by holder hereof in person or by attorney upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this — day of — A. D. 190—.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

—, Secretary.

—, President.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — shares of the capital stock represented by the within certificate and do irrevocably constitute and appoint — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

— —.

233 "Incorporated under the Laws of the State of Wisconsin."  
 Number 3. General Paper Company. Shares, 5.  
 Capital Stock \$100,000.00.

This certifies that H. Babcock is the owner of five shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900; }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each. [Endorsed on back.]

For value received, I hereby sell, assign and transfer unto Kimberly & Clark Co. (five) shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint ——— to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated Jan'y 25, 1902.

In presence of H. BABCOCK.

F. J. SENSENBRENNER.

"Incorporated under the Laws of the State of Wisconsin."

Number 4. General Paper Company. Shares, .86½.  
 Capital Stock \$100,000.00.

This certifies that J. S. Van Nortwick, is the owner of eighty six and ½ shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation, this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each. [Endorsed on back.]

For value received, I hereby sell, assign and transfer unto Wm. M. Van Nortwick 43½ shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint ——— to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated ——— 190—. In presence of J. S. VAN NORTWICK.

"One half of this stock belongs to Wm. M. Van Nortwick.

J. S. VAN NORTWICK."



234 "Incorporated under the Laws of the State of Wisconsin."  
 Number 5. General Paper Company. Shares, 37½.  
 Capital Stock, \$100,000.00.

This certifies that C. W. Howard is the owner of thirty-seven & ½ shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated Jan'y 23, 1902. In presence of L. M. ALEXANDER.

E. T. HARMON.

"Incorporated under the Laws of the State of Wisconsin."  
 Number 6. General Paper Company. Shares, 60.  
 Capital Stock, \$100,000.00.

This certifies that L. M. Alexander is the owner of sixty shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

235 "Incorporated under the Laws of the State of Wisconsin."

Number 7. General Paper Company. Shares, 97½.  
Capital Stock, \$100,000.00.

This certifies that T. E. Nash is the owner of ninety seven ½ shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation, this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of T. E. NASH.

"Incorporated under the Laws of the State of Wisconsin."

Number 8. General Paper Company. Shares, 33½.  
Capital Stock, \$100,000.00.

This certifies that F. Garrison is the owner of thirty three and ½ shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

— — —, President.

— — —, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of F. GARRISON.

236 "Incorporated under the Laws of the State of Wisconsin."

Number 9. General Paper Company. Shares, 20 $\frac{3}{4}$ .

Capital Stock, \$100,000.00.

This certifies that E. T. Harmon is the owner of twenty and  $\frac{3}{4}$  shares of one hundred dollars each of the capital stock of the General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of E. T. HARMON.

JNO. E. SCHNABEL.

"Incorporated under the Laws of the State of Wisconsin."

Number 10. General Paper Company. Shares, 22.

Capital Stock, \$100,000.00.

This certifies that E. T. Harmon is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of E. T. HARMON.

JNO. E. SCHNABEL.

237 "Incorporated under the Laws of the State of Wisconsin."

Number 11. General Paper Company. Shares, 35.

Capital Stock, \$100,000.00.

This certifies that Geo. A. Whiting is the owner of thirty-five shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 12. General Paper Company. Shares, 25.

Capital Stock, \$100,000.00.

This certifies that C. A. Babcock is the owner of twenty-five shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused — certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

238 "Incorporated under the Laws of the State of Wisconsin."

Number 13. General Paper Company. Shares, 45.  
Capital Stock, \$100,000.00.

This certifies that W. L. Edmonds is the owner of forty five shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 14. General Paper Company. Shares, 15.  
Capital Stock, \$100,000.00.

This certifies that A. M. Pride is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

239 "Incorporated under the Laws of the State of Wisconsin."

Number —. General Paper Company. Shares, —.  
Capital Stock, \$100,000.00.

This certifies that — — is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this — day of — A. D. 190—.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

— —, President.

— —, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

— —.

"Incorporated under the Laws of the State of Wisconsin."

Number —. General Paper Company. Shares, —.  
Capital Stock, \$100,000.00.

This certifies that — — is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this — day of — A. D. 190—.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

— —, President.

— —, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

— —.



240 "Incorporated under the Laws of the State of Wisconsin."

Number 17. General Paper Company. Shares, 22½.  
Capital Stock, \$100,000.00.

This certifies that B. F. Nelson is the owner of twenty-two and ½ shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 18. General Paper Company. Shares, One.  
Capital Stock, \$100,000.00.

This certifies that W. Z. Stuart is the owner of one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 31st day of December, A. D. 1901.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of W. Z. STUART.

W. T. HAZARD.



240½ "Incorporated under the Laws of the State of Wisconsin."  
 Number 19. General Paper Company. Shares, One.  
 Capital Stock, \$100,000.00.

This certifies that A. C. Bossard is the owner of one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person, or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused — certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 23rd day of January, A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."  
 Number 20. General Paper Company. Shares, Sixty.  
 Capital Stock, \$100,000.00.

This certifies that C. I. McNair is the owner of sixty shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 10th day of April, A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of C. I. McNAIR.

241 "Incorporated under the Laws of the State of Wisconsin."  
 Number 21. General Paper Company. Shares, 29.  
 Capital Stock, \$100,000.00.

This certifies that A. C. Bossard is the owner of twenty-nine shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 22nd day of May, A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
 Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."

Number —. General Paper Company. Shares, —.  
 Capital Stock, \$100,000.00.

This certifies that — — — is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this — day of — A. D. 190—.

{ Seal General Paper —, May, 1900, }  
 Milwaukee, Wisconsin.

— — —, President.

— — —, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

242 "Incorporated under the Laws of the State of Wisconsin."

Number 23. General Paper Company. Shares, 28.  
Capital Stock, \$100,000.00.

This certifies that W. B. Murphy is the owner of twenty-eight shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 9th day of December, A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Date — — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 24. General Paper Company. Shares, 28.  
Capital Stock, \$100,000.00.

This certifies that F. D. Naber, is the owner of twenty-eight shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 9th day of December, A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

243 "Incorporated under the Laws of the State of Wisconsin."

Number —. General Paper Company. Shares, —.

Capital Stock, \$100,000.00.

This certifies that — is the owner of — shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this — day of — A. D. 190—.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

—, Secretary.

—, President.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 26. General Paper Company. Shares, 27.

Capital Stock, \$100,000.00.

This certifies that E. P. Sherry is the owner of twenty-seven shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 9th day of December, A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — shares of the capital stock represented by the within certificate and do hereby irrevocably constitute and appoint — to transfer said stock on the books of the within named corporation with full power of substitution in the premises.

Dated Jan. 28, 1903.

In presence of E. P. SHERRY.

ROSE THOBURN.

## 244 "Incorporated under the Laws of the State of Wisconsin."

Number 27. General Paper Company. Shares, 1.  
Capital Stock, \$100,000.00.

This certifies that E. A. D. Reynolds, in the owner of one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 9th day of December A. D. 1902.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto —  
— shares of the capital stock represented by the within certificate and do irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—. In presence of E. A. D. REYNOLDS.  
F. S. WARREN.

## "Incorporated under the Laws of the State of Wisconsin."

Number 28. General Paper Company. Shares, 75.  
Capital Stock, \$100,000.00.

This certifies that W. L. Davis is the owner of seventy-five shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this first day of November, A. D. 1903.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto —  
— shares of the capital stock represented by the within certificate and do hereby irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—. In presence of W. L. DAVIS.  
F. J. SENSENBRENNER.

245 "Incorporated under the Laws of the State of Wisconsin."

Number 29. General Paper Company. Shares, 4½.

Capital Stock, \$100,000.00.

This certifies that J. C. Kimberly is the owner of four and ¾ shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation, this 30th day of November, A. D. 1903.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto Kimberly & Clark Co. — shares of the capital stock represented by the within certificate and do irrevocably constitute and appoint — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated Dec. 2, 1903.

In presence of J. A. KIMBERLY.

J. S. HARRIS.

"Incorporated under the Laws of the State of Wisconsin."

Number 30. General Paper Company. Shares, 4.

Capital Stock, \$100,000.00.

This certifies that J. J. SENSENBRENNER is the owner of four shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 30th day of November, A. D. 1903.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

— — —, President.

— — —, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto Kimberly & Clark Co. — shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated Dec. 2, 1903. In presence of F. J. SENSENBRENNER.

J. S. HARRIS.



246 "Incorporated under the Laws of the State of Wisconsin."

Number 31. General Paper Company. Shares, 21.  
Capital Stock, \$100,000.00.

This certifies that L. H. Cheeseman is the owner of twenty-one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of this corporation this 21st day of December A. D. 1903.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—. In presence of L. H. CHEESEMAN.

"Incorporated under the Laws of the State of Wisconsin."

Number 32. General Paper Company. Shares, 34.  
Capital Stock, \$100,000.00.

This certifies that E. A. Edmonds is the owner of thirty-four shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation, this 13th day of December, A. D. 1904.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—. In presence of — — —.



247 "Incorporated under the Laws of the State of Wisconsin."

Number 33. General Paper Company. Shares, one.  
Capital Stock, \$100,000.00.

This certifies that J. H. Delbridge is the owner of one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 13th day of December, A. D. 1904.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto —  
— — shares of the capital stock represented by the within certificate, and do irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 34. General Paper Company. Shares, one.  
Capital Stock \$100,000.00.

This certifies that George H. Mead is the owner of one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 13th day of December A. D. 1904.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto —  
— — shares of the capital stock represented by the within certificate and do hereby irrevocably constitute and appoint — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — 190—.

In presence of — —.

248 "Incorporated under the Laws of the State of Wisconsin."

Number 35. General Paper Company. Shares, 53.

Capital Stock, \$100,000.00.

This certifies that M. H. Ballou is the owner of fifty three shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused this certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 13th day of December, A. D. 1904.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received, I hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificates and do irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

"Incorporated under the Laws of the State of Wisconsin."

Number 36. General Paper Company. Shares, 1.

Capital Stock, \$100,000.00.

This certifies that S. E. Smith is the owner of one shares of one hundred dollars each of the capital stock of General Paper Company transferable only on the books of the corporation by the holder hereof in person or by attorney, upon surrender of this certificate properly endorsed.

In witness whereof, the said corporation has caused — certificate to be signed by its duly authorized officers and to be sealed with the seal of the corporation this 13th day of December A. D. 1904.

{ Seal General Paper Company, May, 1900, }  
Milwaukee, Wisconsin.

J. A. KIMBERLY, President.

L. M. ALEXANDER, Secretary.

Shares \$100 each.

[Endorsed on back.]

For value received — hereby sell, assign and transfer unto — — — shares of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint — — — to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

Dated — — — 190—.

In presence of — — —.

249 I hereby certify that the foregoing pages numbered 560 to 606, inclusive, are a true and correct copy of Exhibits 139 to 160, inclusive, introduced in evidence before me as special examiner in the case of United States of America vs. General Paper Company, et al., in the circuit court of the United States for the district of Minnesota, third division, and that said copies of exhibits, together with the copies of exhibits heretofore filed in this cause with the clerk of the United States circuit court for the eastern district of Wisconsin, constitute copies of all the exhibits which have so far been introduced in evidence in said cause.

ROBT S. TAYLOR,  
Special Examiner.

Dated St. Paul, Minn., July 22, 1905.

250 In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
vs.  
GENERAL PAPER COMPANY ET AL., Defendants. }

In the Matter of E. T. HARMON.

It is hereby mutually stipulated and agreed between the parties to the above entitled matter that the schedule hereto annexed may be made a part of and attached to the exhibits referred to therein and on file in said matter.

Dated August 12th, 1905.

JAMES M. BECK,  
FRANK B. KELLOGG,  
DAVIS, KELLOGG & SEVERANCE,  
Solicitors for the United States of America.  
WINKLER, FLANDERS, SMITH, BOTTUM &  
FAWSETT AND  
DE FREES, BRACE & RITTER,  
Solicitors for General Paper Company and E. T. Harmon.

251 In the Circuit Court of the United States in and for the Eastern District of Wisconsin.

THE UNITED STATES OF AMERICA, Complainant, }  
 vs.  
 GENERAL PAPER COMPANY ET AL., Defendants. }

In the Matter of E. T. HARMON.

Schedule of Exhibits Nos. 139 to 150, Inclusive.

- No.
139. Agreement between Nekoosa Paper Co. and the Journal Company (Milw.) dated August 3, 1899 with renewal to January 1, 1902, written across its face.
  140. Letter, General Paper Co. to L. T. Boyd, m'g'r Milwaukee Journal, dated July 16, 1900.
  141. Letter, General Paper Co. to the Milwaukee Journal, dated Aug. 9, 1901.
  142. Agreement between E. A. Bouer and Milwaukee Journal Co., dated January 25, 1902.
  143. Agreement between E. A. Bouer and Milwaukee Journal Co., dated February 8, 1904.
  144. Agreement between General Paper Co. and the Milwaukee Journal Company, dated February 8, 1904.
  145. Agreement between General Paper Co. and the Journal Company, dated April 21, 1905.
  146. Agreement between General Paper Co. and Germania Publishing Co., dated April 21, 1904, with extension for two years from May 1, 1905 written on margin.
  147. Agreement between General Paper Co. and Germania Publishing Co., dated March 22, 1905 with letter by General Paper Co. attached, dated March 22, 1905.
  148. Agreement between E. A. Bouer, representing General Paper Co., and News Publishing Co., dated January 22, 1904.
- 252
149. Agreement between General Paper Co. and News Publishing Co., dated January 19, 1905.
  150. Schedule and copies of outstanding stock certificates of General Paper Company, referred to in admission on page 268 of the typewritten testimony.

Exhibits 144 to 147 inclusive and Exhibit 149 are in the ordinary form of these agreements with publishers.

253 [Endorsed:] Circuit court of the United States, eastern district of Wisconsin. The United States of America, complainant, vs. General Paper Co. et al., defendants. In the matter of E. T. Harmon. Stipulation and schedule of exhibits. Winkler, Flanders, Smith, Bottum & Fawsett, attorneys at law, Milwaukee, Wis. Telephone main 78. Filed August 21, 1905 Edw. Kurtz, clerk by F. H. Kurtz deputy.

254 UNITED STATES OF AMERICA, }  
Eastern District of Wisconsin, } ss:

I, Edward Kurtz, clerk of the circuit court of the United States of America for the eastern district of Wisconsin, do hereby certify that the foregoing pages (numbered from 1 to — inclusive) contain a true and complete transcript of the record and proceedings had in said court in the cause entitled: The United States of America, complainant, vs. The General Paper Company et al., defendants, In the matter of the petition of the United States of America for an order directing E. T. Harmon to answer certain questions, comply with certain requests and produce certain papers, orders and acceptances for inspection by counsel for the petitioner and for the purpose of being offered in evidence upon an examination now pending in said district, as the same remain of record and on file in my office, except that the testimony and exhibits attached to the transcript in the appeals of L. M. Alexander, G. A. Whiting, W. Z. Stuart and General Paper Company certified to the Supreme Court of the United States at the same time as the foregoing transcript are herein referred to and made a part of this transcript in accordance with the stipulation of counsel contained in this transcript.

In testimony whereof I have caused the seal of the said court to be hereunto affixed at the city of Milwaukee in the eastern district of Wisconsin in the seventh circuit this 16th day of August in the year of our Lord one thousand nine hundred and five and of the Independence of the said United States the one hundred and thirtieth.

[Seal U. S. Circuit Court, Eastern District Wisconsin.]

EDWARD KURTZ, Clerk.

255

Citation.

UNITED STATES OF AMERICA, ss:

To the United States of America, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States at Washington on the 2nd day of September, A. D. 1905, pursuant to an order granting an appeal from an order and decree filed in the clerk's office of the circuit court of the United States for the eastern district of Wisconsin, wherein E. T. Harmon and General Paper Company are the appellants and you are the appellee, to show cause, if any there be, why the order and decree mentioned should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable William H. Seaman, judge of the circuit court of the United States for the eastern district of Wisconsin this 3rd day of August, A. D. 1905.

WM. H. SEAMAN,  
Circuit Judge.

256 [Endorsed:] Citation. Appeal of E. T. Harmon & Gen'l Paper Co. Service admitted this 4th day of August, 1905. Frank B. Kellogg, Robert E. Olds, solicitors for petitioner and appellee. Winkler, Flanders, Smith, Bottum & Fawcett, attorneys at law, Milwaukee, Wis. Telephone main 78.

257 Supreme Court of the United States.

E. T. HARMON and GENERAL PAPER COMPANY, Appellants, }  
 vs.  
 THE UNITED STATES OF AMERICA, Appellee. }

It is hereby stipulated and agreed between the appellants above named and the appellee above named, that in the printed transcript of the record certified to the Supreme Court of the United States by the clerk of the circuit court of the United States for the eastern district of Wisconsin upon said appeal, it will be necessary to print only those portions of said transcript designated in the instructions as to printing annexed to this stipulation, the said appellants reserving the right and intending to rely for the reversal of the order appealed from upon each and all of the errors set forth in their assignment of errors contained in said transcript so certified as aforesaid.

WINKLER, FLANDERS, SMITH, BOTTUM &  
 FAWSETT AND  
 DE FREES, BRACE & RITTER,  
 Solicitors for Appellants.

JAMES M. BECK,  
 FRANK B. KELLOGG,  
 ROBERT E. OLDS, Solicitors for Appellee.

JAMES G. FLANDERS,  
 WILLIAM BRACE,  
 Of Counsel for Appellants.

258 Appeal of E. T. Harmon and General Paper Company.

# Instructions as to Printing.

Print all of clerk's statements connecting different parts of record.  
 Subpoena for witnesses (print in full).  
 Marshal's return of service of same (print in full).  
 Petition for order requiring E. T. Harmon to show cause why he should not answer certain questions, &c. (print in full).  
 Schedule of refusals to answer (print in full).  
 Complaint and answers in original action (print in full).  
 Order that E. T. Harmon show cause why he should not answer (print in full).

Answer of said E. T. Harmon (print in full).

Answer of General Paper Company (print in full).

Order requiring E. T. Harmon to answer (print in full).

Assignment of errors (print in full).

Petition for appeal (print in full).

Bond on appeal (print in full).

Order allowing appeal (print in full).

Order allowing answers to be filed as of July 8, 1905 (print in full).

Stipulation that the testimony and exhibits in the record on the appeals of L. M. Alexander and others may be part of the record on the appeal in this case (print in full).

Testimony of E. T. Harmon and other witnesses (print in full).

Exhibits 139-150 (print only Exhibit No. 150).

Stipulation for filing schedule and making it part of exhibits (print in full).

Schedule of exhibits (print in full).

Certificate of clerk of court (print in full).

Citation with acceptance of service of same (print in full).

259 [Endorsed:] 10,887 385. Supreme Court of the United States. E. T. Harmon & General Paper Co., appellants, vs. The United States of America, appellee. Stipulation and instructions as to printing. Winkler, Flanders, Smith, Bottum & Fawcett, attorneys at law, Milwaukee, Wis. Telephone main 78.

260 [Endorsed:] File No. 19,887. Supreme Court U. S. October term, 1905. Term No. 385. E. T. Harmon et al., appellants, vs. The United States. Stipulation and instructions for printing record. Filed August 28, 1905.

Endorsed on cover: File No. 19,887. E. Wisconsin C. C. U. S. Term No. 385. E. T. Harmon and General Paper Company, appellants, vs. The United States. Filed August 26, 1905. File No. 19,887.



